

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCIPIO, LLC		12/28/2020	Limited Liability Company: DELAWARE
INCASE DESIGNS CORP.		12/28/2020	Corporation: CALIFORNIA
GRIFFIN TECHNOLOGY, LLC		12/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST		
Street Address:	c/o MidCap Financial Services, LLC		
Internal Address:	7255 Woodmont Avenue, Suite 300		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5985276	IDEAS PROTECTED	
Registration Number:	6201722	ORGANICORE	
Registration Number:	6201965	ORGANICORE	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	Donna Marie Davidson		
Address Line 2:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	186687-0117		
NAME OF SUBMITTER:	Donna Marie Davidson		

CH \$90.00 5985276

SIGNATURE:	/Donna Marie Davidson/
DATE SIGNED:	01/08/2021
Total Attachments: 6 source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page1.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page2.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page3.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page4.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page5.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page6.tif	

**REAFFIRMATION AND SUPPLEMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This REAFFIRMATION AND SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Supplement**”) is entered into as of the 28th day of December, 2020, by and between **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, as successor-by-assignment to MidCap Financial Trust, having an address at c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmont Avenue, Suite 300, Bethesda, Maryland 20814, as agent (in such capacity as agent, together with its successors and assigns, “**Agent**”) and the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”).

RECITALS

A. Agent, the Lenders, Grantors and certain of Grantors’ Affiliates have entered into a Credit and Security Agreement, dated as of May 21, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Agent and Lenders agreed to make certain Loans (as defined therein) and other extensions of credit to Grantors from time to time pursuant to the terms and conditions thereof.

B. Pursuant to the terms of the Credit Agreement, Grantors and certain of Grantors’ Affiliates executed and delivered to the Agent that certain Intellectual Property Security Agreement dated as of May 21, 2019 (as supplemented hereby and as may be amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), pursuant to which, and to secure each Grantor’s obligations under the Credit Agreement, Grantors granted to Agent a lien and continuing security interest in all of each Grantor’s right, title, and interest in, to, and under, among other things, the Intellectual Property Collateral, including, without limitation, the Copyrights, Patents and Trademarks (as defined therein).

C. Grantors have identified additional Intellectual Property Collateral of Grantors (collectively, the “**Additional Intellectual Property Collateral**”) and Grantors desire to reaffirm and supplement the IP Security Agreement to reflect and include the Additional Intellectual Property Collateral as Intellectual Property Collateral, in accordance with the terms and conditions contained herein, in the IP Security Agreement and in the Credit Agreement.

D. All capitalized terms that appear herein without definition shall have the meanings ascribed to them in the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties, hereby agree as follows:

AGREEMENT

1. Supplements to Copyright Exhibit and Trademark Exhibit; Grant of Security Interest.

(a) Exhibit A to the IP Security Agreement is hereby supplemented to include the Copyrights listed on Supplemental Exhibit A attached hereto (the “**Additional Copyrights**”) and all references in the IP Security Agreement to the “Copyrights” shall be deemed to include, without limitation, the Additional Copyrights.

(b) Exhibit C to the IP Security Agreement is hereby supplemented to include the Trademarks listed on Supplemental Exhibit C attached hereto (the “Additional Trademarks”) and all references in the IP Security Agreement to the “Trademarks” shall be deemed to include, without limitation, the Additional Trademarks.

(c) Each Grantor hereby ratifies and confirms its prior grant of security interest in the Intellectual Property Collateral and, in furtherance (and not in limitation) thereof, each Grantor that owns the Additional Copyrights and Additional Trademarks hereby ratifies, confirms and supplements its grant and pledge to Agent, and hereby grants and pledges to Agent, for the ratable benefit of Lenders, a security interest in, to and under the Additional Copyrights and Additional Trademarks, pursuant to and subject to the terms of the IP Security Agreement.

2. Definitions/References. Any references in the IP Security Agreement to the “Intellectual Property Security Agreement” shall be deemed to be references to the IP Security Agreement, as supplemented hereby.

3. Ratification. This Supplement shall be deemed a supplement of the IP Security Agreement and no other changes or modifications in or to the IP Security Agreement, except as specifically set forth herein, are intended or implied, and in all other respects, the IP Security Agreement is hereby specifically ratified, reaffirmed and confirmed by the parties hereto. Nothing in this Amendment is intended or shall be construed to affect or impair the lien priority of the IP Security Agreement. Subject to the foregoing, all of the terms, conditions, covenants and provisions of the IP Security Agreement are ratified and confirmed and shall remain in full force and effect.


4. Execution in Counterparts. This Supplement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

INCIPIO, LLC
INCASE DESIGNS CORP.
GRIFFIN TECHNOLOGY, LLC

By: 
Name: JOE SELOVEAK
Title: CEO

Address of Agent:

c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 300
Bethesda, Maryland 20814
Attn: Account Manager for Incipio
transaction

AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

[Signature Page to Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007175 FRAME: 0289

SUPPLEMENTAL EXHIBIT A

Copyrights

Grantor	Copyright Title	Copyright Registration Number	Copyright Registration Date
Griffin Technology, LLC	DocKit.	TX0004594000	06/30/1997
Griffin Technology, LLC	CheckMate/ReleaseSource.	TX0004793066	05/28/1998

SUPPLEMENTAL EXHIBIT C

Trademarks

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
IDEAS PROTECTED	5985276	02/11/2020	87982266	12/04/2017
ORGANICORE	6201722	11/17/2020	88610493	09/10/2019
ORGANICORE	6201965	11/17/2020	88675989	10/31/2019