

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCIPIO, LLC		03/22/2021	Limited Liability Company: DELAWARE
INCASE DESIGNS CORP.		03/22/2021	Corporation: CALIFORNIA
GRIFFIN TECHNOLOGY, LLC		03/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST		
Street Address:	7255 Woodmont Avenue, Suite 300		
Internal Address:	c/o MidCap Financial Services, LLC		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4837702	GRIFFIN	
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		
SIGNATURE:	/Donna Marie Davidson/		
DATE SIGNED:	03/25/2021		

CH \$40.00 4837702

Total Attachments: 8

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**REAFFIRMATION AND SUPPLEMENT NO. 2 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This REAFFIRMATION AND SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Supplement**”) is entered into as of the 22nd day of March, 2021, 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 by that certain Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement, dated as of December 28, 2020 and 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 Patents and Trademark of Grantors to be included on the exhibits to the IP Security Agreement and Grantors desire to reaffirm and supplement the IP Security Agreement 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 Patent Exhibit and Trademark Exhibit.

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

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

(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 Patents and Additional Trademark hereby supplements its prior grant of a security interest to Agent for the ratable benefit of Lenders to include the Additional Patents and Additional Trademark, 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: Joseph Sklencar
Title: Chief Financial Officer

Address of Agent:

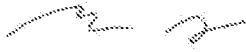
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 300
Bethesda, Maryland 20814
Attn: Account Manager for Incipio
transaction

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

SUPPLEMENTAL EXHIBIT B

Patents

Grantor	Title	Application Number [Publication Number]	Filing Date	Patent Number	Issue Date	Status
Incipio, LLC	In-line audio controller	29/528,976	6/2/2015	D770,421	11/1/2016	Issued
Incipio, LLC	MOLDED MOBILE DEVICE CASE WITH STORAGE COMPARTMENT	17/003,677 [20210013918]	9/25/2020			Pending (pre exam)
Incipio, LLC	PROTECTIVE CASE FOR MOBILE DEVICE WITH INTEGRATED LATCH	16/847,658 [20200313713]	4/14/2020			Pending (Final rejection dated 12/21/2020)
Incipio, LLC	CO-MOLDED MULTI-LAYERED PROTECTIVE CASE FOR MOBILE DEVICE	16/835,290 [20200295795]	3/30/2020			Pending (non-final office action dated 1/8/2021)
Incipio, LLC	MOBILE DEVICE CASES AND CASE SYSTEMS WITH EMBEDDED SIDEWALL SHOCK ABSORBER	16/891,044 [20200288833]	6/2/2020			Pending (pre exam)
Incipio, LLC	PROTECTIVE CASE FOR MOBILE ELECTRONIC DEVICE WITH STORAGE COMPARTMENT AND PIVOT STAND	16/891,039 [20200288832]	6/2/2020			Pending (pre exam)

Incipio, LLC	PROTECTIVE CASE FOR MOBILE ELECTRONIC DEVICE WITH STORAGE COMPARTMENT	16/787,001 [20200170365]	2/10/2020			Abandoned
Incipio, LLC	BATTERY BANKS WITH INTEGRATED CHARGING CABLES	16/572,593 [20200014226]	9/16/2019			Pending (non-final office action dated 1/25/2021)
Incipio, LLC	PROTECTIVE CASE FOR MOBILE ELECTRONIC DEVICE WITH INTEGRATED CAMERA RING STAND	15/881,058 [20180183916]	1/26/2018			Abandoned
Incipio, LLC	ENCLOSURE FOR ELECTRONIC DEVICE	15/243,898 [20160360627]	8/22/2016			Abandoned
Incase Designs Corp.	Hybrid frame power sleeve case	16/245,199 [20190386267]	1/10/2019	10,824,202	11/3/2020	Issued
Incase Designs Corp.	Portable electronic device case with battery	13/026,022 [20120106037]	2/11/2011	8,531,833	9/10/2013	Expired
Incase Designs Corp.	Portable electronic device case with battery	12/862,552 [20100321871]	8/24/2010	7,889,498	2/15/2011	Expired
Incase Designs Corp.	Portable electronic device case with battery	15/580,977 [20100124040]	10/16/2009	7,782,610	8/24/2010	Abandoned
Incase Designs Corp.	CASE FOR PORTABLE ELECTRONIC DEVICE	16/773,979 [20200154839]	1/27/2020			Pending (final rejection dated 1/8/2021)
Incase Designs Corp.	COVER FOR PORTABLE ELECTRONIC DEVICE	16/186,371 [20200150727]	11/9/2018			Abandoned
Griffin Technology, LLC	Case for portable electronic device	29/722,984	2/3/2020	D908,132	1/19/2021	Issued

Griffin Technology, LLC	Customizable protective case for portable electronic device	15/448,397 [20170179994]	3/2/2017	9,871,551	1/16/2018	Issued
Griffin Technology, LLC	PROTECTIVE CASE FOR MOBILE DEVICE	16/929,097 [20200351396]	7/14/2020			Pending (pre exam)
Griffin Technology, LLC	PROTECTIVE CASE FOR PORTABLE DEVICE	16/786,974 [20200170364]	2/10/2020			Pending (Non-Final Action 3/10/21)
Griffin Technology, LLC	TABLET COMPUTER CASE	16/687,686 [20200162120]	11/18/2019			Abandoned
Griffin Technology, LLC	WATER RESISTANT PROTECTIVE CASE FOR PORTABLE ELECTRONIC DEVICE	16/559,621 [20200069015]	9/3/2019			Pending (non-final office action dated 9/1/2020)

SUPPLEMENTAL EXHIBIT C

Trademarks

Grantor	Country	Trademark	App. / Reg. No.	Reg. Date
Griffin Technology, LLC	United States	GRIFFIN	4,837,702	10/20/2015