

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFINITE PERIPHERALS, INC.		03/30/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4491909	INFINITE PERIPHERALS	
CORRESPONDENCE DATA			
Fax Number:	3123606520		
<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:	13123606000		
Email:	trademarks@freeborn.com		
Correspondent Name:	Andrew Goldstein		
Address Line 1:	311 South Wacker Drive		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	28439-0014 infinite tm se		
NAME OF SUBMITTER:	Andrew L. Goldstein		
SIGNATURE:	/alg/		
DATE SIGNED:	05/03/2021		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) is made as of March 30, 2021 by INFINITE PERIPHERALS, INC., an Illinois corporation (the “*Grantor*”), to, and in favor of, CIBC BANK USA (together with its successors and assigns, “*Lender*”).

RECITALS:

A. Reference is made to that certain Loan and Security Agreement, dated as of even date herewith, by and among Grantor and 1641 MCGAW AVENUE LLC, a California limited liability company (“*1641 LLC*”; Grantor and 1641 LLC being hereinafter sometimes referred to, individually as a “*Borrower*” and collectively, jointly and severally, as the “*Borrowers*”) and Lender (as the same may be amended, modified, supplemented, restated and/or replaced from time to time, the “*Loan Agreement*”), among others, pursuant to which Lender has agreed to extend certain credit facilities to the Borrowers (such credit facilities, individually and collectively the “*Loan*”). All capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

B. The Loan is evidenced by, among other things: (i) that certain Secured Promissory Note, dated as of even date herewith, made by the Borrowers in favor of Lender in the original maximum principal amount of \$4,500,000 (as the same may be amended, modified, supplemented, restated or replaced from time to time, the “*Revolving Loan Note*”); and (ii) that certain Secured Promissory Note, dated as of even date herewith, made by the Borrowers in favor of Lender in the original maximum principal amount of \$9,375,000 (as the same may be amended, modified, supplemented, restated or replaced from time to time, the “*Term Loan Note*”; the Revolving Loan Note and the Term Loan Note being hereinafter referenced individually as a “*Note*” and collectively as the “*Notes*”).

C. This Agreement, the Loan Agreement, the Notes, and all other documents now or hereafter executed in connection therewith and/or evidencing or securing the Loan, as any or all of the foregoing may be amended, modified, supplemented, restated and/or replaced from time to time, are hereinafter sometimes referred to, individually and collectively, as the “*Loan Documents*.” All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement and the other Loan Documents (other than this Agreement) to which Grantor is a party are hereby made a part of this Agreement to the same extent and with the same force and effect as if they were fully set forth herein and Grantor hereby covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

D. As a condition precedent to making the Loan, Lender has required, among other things, that the Grantor execute and deliver this Agreement. In order to induce Lender to make the Loan, and all other monies to be advanced under the Loan Agreement and the other Loan Documents, Grantor has agreed to execute and deliver this Agreement.

E. Grantor and 1641 LLC are part of a group of commonly owned, interrelated, entities and, for the avoidance of doubt, Grantor will directly and substantially benefit from Lender making the Loan

to the Borrowers.

NOW, THEREFORE, in consideration of the performance of the terms, covenants, conditions and agreements hereafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant and Acknowledgements.

(a) Grantor does hereby grant to Lender a continuing security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Patent and Trademark Collateral*"), however evidenced and whether now owned or existing or hereafter acquired or arising:

(i) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof and all goodwill associated therewith;

(ii) each Patent License, including, without limitation, each Patent License listed on Schedule I annexed hereto, together with all goodwill associated therewith;

(iii) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule I annexed hereto, together with any reissues, continuations, continuations-in-part or extensions thereof, and all goodwill associated therewith;

(iv) each Trademark License, including without limitation, each Trademark License listed on Schedule I annexed hereto, together with all goodwill associated therewith; and

(v) all products and Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent or Trademark, including, without limitation, any Patent or Trademark referred to in Schedule I annexed hereto, any Patent issued pursuant to a Patent application or Trademark issued pursuant to a Trademark application referred to in Schedule I, and any Patent licensed under any Patent license or any Trademark licensed under any Trademark license, listed on Schedule I annexed hereto.

(b) Further, the Liens granted pursuant to this Agreement are in conjunction with the Liens granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Liens in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(c) This Agreement is made for collateral security purposes only. This Agreement shall create a Lien in and to the Patent and Trademark Collateral and shall terminate upon final payment and performance in full of the Obligations and termination of this Agreement, the Notes, the Loan Agreement and the other Loan Documents. Upon such termination and at the written request of Grantor or its successors or assigns, and at the cost and expense of Grantor or its successors or assigns, the Lender shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Lender's Lien in and to the Patent

and Trademark Collateral, subject to any disposition thereof which may have been made pursuant to this Agreement, the Loan Agreement and/or any of the other Loan Documents.

2. Miscellaneous.

(a) Time of the Essence. Time is of the essence with regard to the performance of the obligations of Grantor in this Agreement and each and every term, covenant and condition herein by or applicable to Grantor.

(b) Notices. All notices, requests and demands hereunder shall be in writing and made to the respective party in the manner provided in the Loan Agreement. Notwithstanding the foregoing, except as otherwise specifically required herein or otherwise required pursuant to applicable law, notice of the exercise of any right or option granted to Lender by this Agreement is not required to be given.

(c) Section Headings; Construction. The headings of Sections and Subsections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words and terms used in this Agreement will be construed to be of such gender or number as the circumstances require. Further, unless otherwise expressly provided: (i) the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific section or subsection hereof; (ii) the term "including" herein shall mean including without limitation, or including but not limited to, and shall not be deemed to create an exclusive reference; (iii) any reference to a particular agreement shall, unless the context specifically require otherwise, refer to and include any future modification, amendments, restatements or replacements of such agreement; (iv) any use of the words "and" or "or" herein in conjunction with, or otherwise in relation to, one or more stated items shall, unless the context specifically requires otherwise, be read to apply equally to any one or more (including all) of such items (i.e. read as if "and/or" was used); (v) any use of a defined (including the terms "Patent," "Patent License," "Trademark," "Trademark License," and "Patent and Trademark Collateral") shall, whenever the context requires or permits, apply to the whole of the same and to any portion thereof; and (vi) the words "laws," "applicable laws," and the like shall, whenever the context requires or permits, include all laws (including the common law), statutes, rules, regulations, decrees, ordinances, codes, proclamations, declarations, orders of any applicable Governmental Authority and the like applicable to, or otherwise governing, the subject matter.

(d) Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. In the event that any clause, term, or condition of this Agreement shall be held invalid or contrary to applicable law: (i) this Agreement shall remain in full force and effect as to all other clauses, terms, and conditions; (ii) the subject clause, term, or condition shall be revised to the minimum extent necessary to render the modified provision valid, legal and enforceable; and (iii) the remaining provisions of this Agreement shall be amended to the minimum extent necessary so as to render the Agreement as a whole most nearly consistent with the parties' intentions in light of the modification or removal of the invalid or illegal provision.

(e) Governing Law. Notwithstanding anything to the contrary herein, each of the parties hereby irrevocably agrees that:

(i) the provisions of this Agreement regarding the perfection of the Liens with respect to the Patent and Trademark Collateral shall be governed by the UCC; and

(ii) except as expressly set forth above and to the fullest extent permitted by applicable law, the law of the state of Illinois (without giving effect to conflicts-of-laws rules and principles) shall govern all matters relating to this Agreement and the other Loan Documents and all of the obligations Grantor (and all other Loan Parties) hereunder or thereunder.

(f) FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(g) WAIVER OF JURY TRIAL. GRANTOR AND LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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IN WITNESS WHEREOF, the undersigned have caused this PATENT AND TRADEMARK SECURITY AGREEMENT to be duly executed and delivered as of the date first above written.

GRANTOR: **INFINITE PERIPHERALS, INC.**, an Illinois corporation

By:  _____

Print Name: JEFFREY LEE SCOTT

Title: Authorized Signatory

*Signature Page to
Patent and Trademark Security Agreement*

**TRADEMARK
REEL: 007278 FRAME: 0383**

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

• **PATENTS:**

<u>Registrant:</u>	<u>Patent No.:</u>	<u>Title/Description:</u>	<u>Issue Date:</u>
Infinite Peripherals, Inc.	9,239,590	Apparatus comprising a pistol grip	January 19, 2016

• **PATENT APPLICATIONS:**

<u>Registrant:</u>	<u>Application No.:</u>	<u>Title/Description:</u>	<u>Filing Date:</u>	<u>Status:</u>
Infinite Peripherals, Inc.	17/011,458	Synchronizing a user device and a kiosk interface using a visual code, and applications thereof.	9/3/2020	Notice of Allowance mailed 2/19/2021

• **PATENT LICENSES:**

N/A

• **TRADEMARKS:**

<u>Registrant:</u>	<u>Trademark No.:</u>	<u>Title/Description:</u>	<u>Issue Date:</u>
Infinite Peripherals, Inc.	4491909	INFINITE PERIPHERALS	March 4, 2014

• **TRADEMARK APPLICATIONS:**

N/A

• **TRADEMARK LICENSES:**

N/A