

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grin Technologies Inc.		05/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL IV, LP		
Street Address:	6300 Bridgepoint Parkway		
Internal Address:	Building 1, Suite 480		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5212194	GRIN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	lvincent@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 2:	#1800		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	05/21/2021		
Total Attachments: 6			
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OP \$40.00 5212194

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 5, 2021 by and between GRIN TECHNOLOGIES INC., a Delaware corporation (“*Borrower*”), and ESCALATE CAPITAL IV, LP, a Delaware limited partnership (“*Lender*”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “*Loan Agreement*”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follows]

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

Address of Borrower:

400 Capitol Mall, Floor 9
Sacramento, CA 95814

BORROWER:

GRIN TECHNOLOGIES INC.,
a Delaware corporation

By: _____

Name: Brandon Brown

Title: Chief Executive Officer

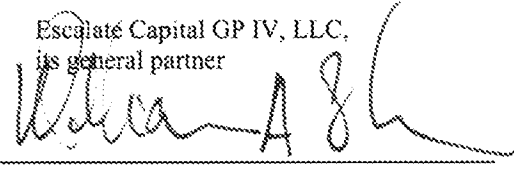
Address of Lender:

6300 Bridgepoint Parkway
Building 1, Suite 480
Austin, TX 78730

LENDER:

ESCALATE CAPITAL IV, LP,
a Delaware limited partnership

By: Escalate Capital GP IV, LLC,
its general partner

By: 
Name: William A. Schell
Title: Manager/Member

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(GRIN TECHNOLOGIES)
Signature Page

TRADEMARK
REEL: 007303 FRAME: 0136

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B
Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GRIN	5,212,194	May 30, 2017