

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pedego, LLC		08/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	36 South State Street, Suite 2600		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Banking Association: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5161933	PEDALSENSE	
Registration Number:	3770790	PEDEGO	
Registration Number:	4112995	PEDEGO	
Registration Number:	4775082	HELLO, FUN...	
CORRESPONDENCE DATA			
Fax Number:	8013753865		
<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:	(801)375-6600		
Email:	djp.ipmail@dentons.com		
Correspondent Name:	Brick G. Power, Dentons		
Address Line 1:	3301 North Thanksgiving Way, Suite 400		
Address Line 4:	Lehi, UTAH 84043		
NAME OF SUBMITTER:	Brick G. Power		
SIGNATURE:	/brick g power/		
DATE SIGNED:	08/18/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of August 18, 2021, is made by and between Pedego, LLC, a Delaware limited liability company (“**Grantor**”) in favor of KeyBank National Association, a national banking association (the “**Lender**”).

WHEREAS, the Grantor has entered into a Loan Agreement of even or recent date herewith (the “**Loan Agreement**”) with the Lender.

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement of even or recent date herewith, made by and between the Grantor and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, and applications, and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address:

11310 Slater Avenue
Fountain Valley, CA 92708

Borrower:

PEDEGO, LLC
a Delaware limited liability company

By: 

Name: Donald DiCostanzo

Title: Chief Executive Officer

Address:

36 South State Street, Suite 2600
Salt Lake City, Utah 84111

Lender:

KEYBANK NATIONAL ASSOCIATION

By: _____

Name: Steve Wilson

Title: CEO

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SLC_5512542

TRADEMARK
REEL: 007396 FRAME: 0033

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address:

11310 Slater Avenue
Fountain Valley, CA 92708

Borrower:

PEDEGO, LLC
a Delaware limited liability company

By: _____

Name: Donald DiCostanzo

Title: CEO

Address:

36 South State Street, Suite 2600
Salt Lake City, Utah 84111

Lender:

KEYBANK NATIONAL ASSOCIATION

By: _____

Name: Steve Wilson

Title: Senior Vice President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

SLC_5512542

TRADEMARK
REEL: 007396 FRAME: 0034

SCHEDULES

SCHEDULE 1

PATENTS

None.

SCHEDULE 2

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
PEDALSENSE	United States	5161933	March 14, 2017	Pedego, LLC
PEDEGO (stylized wordmark)	United States	3770790	April 6, 2010	Pedego, LLC
PEDEGO	United States	4112995	March 13, 2012	Pedego, LLC
HELLO, FUN	United States	4775082	July 21, 2015	Pedego, LLC

Trademark Applications

None.

SCHEDULE 3

COPYRIGHTS

None.