

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABSOLUTE PERFORMANCE, INC.		09/28/2021	Corporation:
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
Internal Address:	Attn: Legal Department		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86729485	SYSTEM SHEPHERD	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Hillary Kooy		
Address Line 1:	171 Monroe Ave NW, Suite 1000		
Address Line 2:	Barnes & Thornburg LLP		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	75123.91		
NAME OF SUBMITTER:	Hillary Kooy		
SIGNATURE:	/Hillary Kooy/		
DATE SIGNED:	09/28/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 28, 2021 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Bank**") and **ABSOLUTE PERFORMANCE, INC.**, a Colorado corporation ("**Grantor**") is made with reference to the Loan and Security Agreement, dated as of September 28, 2021 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

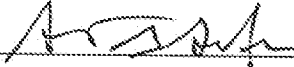
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ABSOLUTE PERFORMANCE, INC.,
a Colorado corporation

By: 

Name: SCOTT M. SHAFER

Title: CEO

Address for Notices:

Attn: Andrew Thompson
Absolute Performance, Inc.
12707 High Bluff Drive, Suite 100
San Diego, CA 92130
Email: andrew.thompson@seasideequity.com

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Legal Department
Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: rick.lamoreux@bridgebank.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ABSOLUTE PERFORMANCE, INC.,
a Colorado corporation

By: _____

Name: _____

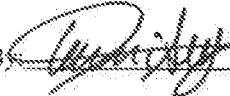
Title: _____

Address for Notices:

Attn: Andrew Thompson
Absolute Performance, Inc.
12707 High Bluff Drive, Suite 100
San Diego, CA 92130
Email: andrew.thompson@seasideequity.com

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: Danielle Styles

Title: Assistant Vice President

Address for Notices:

Attn: Legal Department
Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Email: rick.lamoreux@bridgebank.com

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DMS 20540933

TRADEMARK
REEL: 007434 FRAME: 0769

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
SYSTEM SHEPHERD	86729485	4955165	N/A	August 19, 2015

