

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SYSCEND, INC.		11/02/2021	Corporation:

RECEIVING PARTY DATA

Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC
Street Address:	9000 SUNSET BOULEVARD, SUITE 1010
City:	WEST HOLLYWOOD
State/Country:	CALIFORNIA
Postal Code:	90069
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	6391252	AIROS
Registration Number:	5926557	RIDESIZER
Registration Number:	5300977	EASY TO GO, EASY TO STOP
Registration Number:	5300973	GUARDIAN
Registration Number:	4803842	SURESTOP
Registration Number:	5023372	GUARDIAN BIKE COMPANY
Serial Number:	90090122	AIROS
Serial Number:	90081598	ETHOS
Serial Number:	88446240	RIDESIZER
Serial Number:	87367858	EASY TO GO, EASY TO STOP
Serial Number:	87367847	GUARDIAN
Serial Number:	86516203	SURESTOP
Serial Number:	86546083	GUARDIAN BIKE COMPANY

CORRESPONDENCE DATA

Fax Number:

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.

Email: rboghosian@ctswlaw.com

OP \$340.00 6391252

Correspondent Name: Robert Boghosian
Address Line 1: 420 Lexington Avenue Suite 2400
Address Line 2: Suite 2400
Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER: ROBERT BOGHOSIAN

SIGNATURE: /s/ Robert Boghosian

DATE SIGNED: 11/03/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as the same may from time to time be amended, restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of November 2, 2021 by Syscend, Inc., a Delaware corporation (the “Grantor”), with a principal address of 407 Radam Lane, Building E, Austin, TX 78745, in favor of ASSEMBLED BRANDS CAPITAL FUNDING LLC, a Delaware limited liability company, as the Lender under the Credit Agreement described and defined below (in such capacity, the “Lender”), with a place of business at 9000 Sunset Boulevard, Suite 1010, West Hollywood, CA 90069. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith, by and among the Grantor and Guardian Bike Company, a Delaware corporation, as borrowers (collectively, the “Borrowers”), and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

B. Under the terms of the Credit and the other Loan Documents (collectively, the “Loan Documents”), Grantor has granted to Lender, a security interest in substantially all of Grantor’s assets, and agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender this IP Security Agreement, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the “Intellectual Property Collateral”):

- a. The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);
- b. The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

- c. The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);
- d. The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);
- e. Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;
- f. Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;
- g. Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and
- h. Any and all products and proceeds of any of the foregoing.

For the avoidance of doubt, a lien and security interest in and to the Intellectual Property has been granted by Grantor to Lender pursuant to the Credit Agreement.

2. Notwithstanding anything contained in this IP Security Agreement or any of the Loan Documents to the contrary, the term “Intellectual Property Collateral” shall not include any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

3. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

4. Assignment. Upon the occurrence of an Event of Default, (subject to the applicable notice and cure periods, if any, set forth in the Credit Agreement or the other Loan Documents), Lender shall have all rights and remedies as set forth in the Credit Agreement and this IP Security Agreement with respect to the Intellectual Property Collateral and Grantor shall, upon request by the Lender, execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

5. Power of Attorney. Grantor hereby irrevocably grants to the Lender a power of attorney to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender's reasonable discretion, to take any action and to execute any instrument consistent herewith that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. Lender shall promptly provide Grantor copies of any such executed documents. This authority includes, without limitation, the following:

- a. To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest;
- b. Upon the occurrence and during the continuation of an Event of Default, (subject to the applicable notice and cure periods, if any, set forth in the Credit Agreement or the other Loan Documents), to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, (subject to the applicable notice and cure periods therein, if any), Lender will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default (subject to the applicable notice and cure periods therein) has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;
- c. To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; and
- d. Upon the occurrence and during the continuation of an Event of Default, (subject to the applicable notice and cure periods, if any, set forth in the Credit Agreement or the other Loan Documents) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property Collateral, pursuant to the Credit Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Lender reasonably deems to be in the best interest of itself.

- e. The foregoing power of attorney is coupled with an interest and is irrevocable until the Indebtedness secured hereby has been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification and expense reimbursement obligations for which claims have not been asserted), the Credit Agreement has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lender to make Loans have been terminated.

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification and expense reimbursement obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly, and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination. Immediately thereafter the deliveries set forth in the immediate preceding sentence, this IP Security Agreement shall terminate.

7. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, Grantor shall provide the Lender prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by Grantor.

8. Miscellaneous.

- a. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Documents. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.
- b. This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of contract formations on

electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

- c. All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

SYSCEND, INC.

By: *Brian Riley*
Name: Brian Riley
Title: Chief Executive Officer

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC

By: *Michael Lipkin*
Name: Michael Lipkin
Title: Chief Operating Officer

SCHEDULE A

COPYRIGHT COLLATERAL

NONE

SCHEDULE B

PATENT COLLATERAL

<u>COUNTRY</u>	<u>TITLE</u>	<u>APPLICATION NO.</u> <u>PATENT NO.</u>	<u>ISSUE DATE</u>
US	BRAKE SYSTEM AND APPARATUS	13/513,141 10,215,243	02/26/2019
US	BRAKE SYSTEM AND METHOD AND TWO-WHEELED VEHICLE USING THE SAME	12/638,944 8,333,266	12/18/2012
US	HUB AND DISK BRAKE SYSTEM AND APPARATUS	14/612,166 10,252,770	04/09/2019
US	BRAKE SLIDER	29/609,887 D879,687	03/31/2020
US	BICYCLE SIZER	16/441,663 10,685,153	06/16/2020
US	DISK AND HUB BRAKE SYSTEM AND APPARATUS	16/379514 11,021,208	06/01/2021
US	HYDRAULIC BRAKE SYSTEM AND APPARATUS	16/923443	7/8/2020
US	BICYCLE SIZER	16/872928	

FOREIGN PATENTS


<u>COUNTRY</u>	<u>APPLICATION NO.</u> <u>PUBLICATION NO.</u> <u>PATENT NO.</u>	<u>FILING DATE</u> <u>PUBLICATION</u> <u>DATE</u> <u>ISSUE DATE</u>	<u>TITLE</u>
EP	PCT/US2010/060411 EP20100838217 EP2512908	15 Dec. 2010 24 Oct. 2012 30 May 2018	BRAKE SYSTEM AND APPARATUS
EP	PCT/US2010/060411 EP2018169932 EP3375702	15 Dec. 2010 19 SEP. 2018	APPARATUS (HYDRAULIC BRAKE SYSTEM)
EP	EP2019819474 <u>EP3807834A4</u>	6/14/2019 8/4/2021	BICYCLE SIZER
CN	PCT/US2010/060411 CN102770337 CN201080063859	15 Dec. 2010 7 Nov. 2011 15 July 2015	BRAKE SYSTEM AND APPARATUS
CN	PCT/US2010/060411 CN20141320593 CN104590227	15 Dec. 2010 6 May 2015 21 Dec 2018	REPAIR KIT FOR BRAKE EQUIPMENT
CN	CN201980048557A <u>CN112567417A</u>	6/14/2019 3/26/2021	BICYCLE SIZE DETERMINER
TW	TW98142984 TW201111227 TW I400175	15 Dec 2009 16 Nov 2011 1 July 2013	BRAKE SYSTEM AND METHOD AND TWO-WHEELED VEHICLE USING THE SAME
TW	TW099143801 TW201139203 TW I545052	14 Dec. 2010 16 Nov. 2011 11 Aug. 2016	BRAKE SYSTEM AND APPARATUS
IN	IN202117001247A <u>IN202117001247A</u>	1/11/2021 3/19/2021	

SCHEDULE C

TRADEMARKS AND TRADE NAMES
UNITED STATES TRADEMARKS

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP/REG. DATE</u>
AIROS	90/090122 6391252	8/03/2020 6/15/2021
ETHOS	90/081598	07/29/2020
RIDESIZER	88/446240 5926557	5/24/2019 12/03/2019
EASY TO GO, EASY TO STOP	87/367858 5300977	3/12/2017 10/03/2017
GUARDIAN	87/367847 5300973	3/11/2017 10/03/2017
SURESTOP	86/516203 4803842	1/27/2015 09/01/2015
GUARDIAN BIKE COMPANY	86/546083 5023372	2/25/2015 08/16/2016

FOREIGN TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>APP/REG. NO</u>	<u>APP/REG. DATE</u>
AU	SURESTOP	1855180 1855180	06/29/2017 06/29/2017
BR	SURESTOP	913006408	7/7/2017
CN	GUARDIAN	53209728 53209728	1/22/2021 9/28/2021
CN	GUARDIAN 	53229316	1/22/2021
IN	SURESTOP	3578187	06/24/2017
MX	SURESTOP	0119851913562 1811271	07/05/2017 10/18/2017
EM	SURESTOP	016941601 016941601	6/30/2017 10/12/2017
TW	SURESTOP	107025001	4/24/2018
GB	SURESTOP	UK00916941601 UK00916941601	6/30/2017 10/12/2017

SCHEDULE D
DOMAIN NAMES

<u>Internet Domain Name</u>	<u>Expiration Date</u>
www.guardianbikes.com	05/12/2021

Guardianbikes.com
Surestop.bike
Guardianbike.com
Childrensbikereviews.com
Electricbicycle.reviews
Gardianbike.com
Giveguardian.com
Kidbikecomparisons.com
Kidbikereviews.com
Kidsbike.reviews
Kidsbikecompare.com
Kidsbikecomparison.com
Kidsbikesizes.com
Kidsreviews.bike
Ridesizer.com
Safeelectricbikes.com