

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ILLUMAGEAR, INC.		11/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BRICK & MORTAR VENTURES I, L.P.		
Street Address:	529 Commercial St, Flr 2		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85573458	ILLUMAGEAR	
Serial Number:	86210873		
Serial Number:	86839694	THE HALO LIGHT	
Serial Number:	87035168	HALO	
Serial Number:	87186781	PERSONAL ACTIVE SAFETY SYSTEM	
Serial Number:	87315239	SEE AND BE SEEN	
Serial Number:	87642266	360° PERSONAL LIGHTING	
Serial Number:	88126673	KNAUGHTY KNICKERS	
Serial Number:	88126678	ROSIE	
Serial Number:	88138418	DITCH THE HEADLAMP	
Serial Number:	88643049	HALO SL	
Serial Number:	88689679	CONNECTED AND PROTECTED	
Serial Number:	88916495	360° PERSONAL LIGHTING BY ILLUMAGEAR	
Serial Number:	90606619	SIXTH SENSE BY ILLUMAGEAR	
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:	jgu@cooley.com		

CH \$365.00 85573458

Correspondent Name: Jennifer Gu
Address Line 1: 3175 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 343544-104

NAME OF SUBMITTER: Jennifer Gu

SIGNATURE: /Jennifer Gu/

DATE SIGNED: 11/23/2021

Total Attachments: 16

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of November 15, 2021 by and between Illumagear, Inc., a Delaware corporation (“**Grantor**”) and Brick & Mortar Ventures I, L.P. (“**Lender**”).

This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of March 13, 2020, by and between Grantor and Lender (the “**Original Agreement**”). Nothing contained herein shall in any way impair the Original Agreement now held for the Obligations, nor affect or impair any rights, powers, or remedies under the Original Agreement, it being the intent of the parties hereto that this amendment and restatement of the Original Agreement shall not constitute a novation of the Original Agreement or an accord and satisfaction of the Obligations. Grantor hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Original Agreement, as collateral security for the Obligations, and acknowledges that all of such liens and security interests, and all collateral heretofore pledged as security for the Obligations, continues to be and remains collateral for the Obligations from and after the date hereof.

RECITALS

A. Grantor, and Lender have entered into that certain Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which Lender has agreed to make certain loans to Grantor (collectively, the “**Loans**”), subject to the terms and conditions set forth or referenced therein. Lender is willing to make the Loans to Grantor only upon the condition, among others, that Grantor grants to Lender a security interest in the Intellectual Property Collateral (as defined below) to secure the obligations of Grantor under the Loan Documents. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

B. Pursuant to the Loan Documents, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral (as defined below) to secure Grantor’s obligations under the Loan Documents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Obligations (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations, Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, including, without limitation, the following (all of which shall collectively be called the “**Intellectual Property Collateral**”):

(a) Any and all copyright rights, copyright applications, copyright registrations, domain names 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, including without limitation those set forth on Schedule 1 of Exhibit A attached hereto and incorporated hereby (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule 2 of Exhibit A attached hereto and incorporated hereby (collectively, the “**Patents**”);

(e) Any trademark, service mark, and trade name, 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, including without limitation those set forth on Schedule 3 of Exhibit A attached hereto and incorporated hereby (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements 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;

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

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents;

(i) all label rights and approvals

(j) All customer lists; and

(k) All 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.

2. Obligations Secured. The “**Obligations**” secured by the Intellectual Property Collateral consist of all amounts liabilities, obligations, and indebtedness at any time owing by Grantor to Lender pursuant to the Loan Agreement or any other Loan Document, absolute or contingent, due or to become due, including, without limitation, all interest, charges, expenses, fees, attorneys’ fees (including attorneys’ fees and expenses incurred in bankruptcy), expert witness fees and expenses, fees and expenses of consultants (such attorneys’ fees, expert witness fees and expenses and fees and expenses of consultants, “**Legal Expenses**”), audit fees, collateral monitoring fees, and any other sums chargeable to Grantor under this Agreement or under any other present or future instrument or agreement between Grantor and Lender.

3. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

4. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is a corporation organized and validly exists under the laws of Delaware. Grantor’s exact legal name is Structural Health Systems, Inc, and Grantor is doing business as Concrete Sensors. Grantor has not changed its legal name or jurisdiction of organization at any time within the five years prior to the date of this Agreement.

(b) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(c) Performance of this Agreement does not conflict with or result in a breach of any Agreement to which Grantor is bound.

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement.

(e) In each jurisdiction in which Grantor does business, it is duly formed or registered, properly licensed, in good standing, and, where required, in compliance with fictitious name statutes.

(f) This Agreement does not conflict with any law, agreement, or obligation by which Grantor is bound.

(g) There is no lawsuit, tax claim or other dispute pending or threatened against Grantor which, if lost, would impair Grantor's financial condition or ability to repay the Obligations.

(h) Grantor currently maintain and will continue to maintain such insurance as is commercially reasonable and usual for Grantor's business, including ownership and operation of the Intellectual Property Collateral

(i) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

(j) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, or Copyright specified in this Agreement.

(k) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents, and Copyrights, and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(l) Grantor shall from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral.

(m) To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor, or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder.

(n) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(o) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(p) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours, any of Grantor's facilities utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one time (1) in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

7. Further Assurances: Attorney in Fact. Grantor represents and warrants and covenants that Lender now has, and will continue to have, a first priority perfected and enforceable security interest in all of the Intellectual Property Collateral and Grantor will at all times defend Lender and the Intellectual Property Collateral against all claims of others and do all acts necessary or desirable to create, maintain, and perfect Lender's first priority security interest in the Intellectual Property Collateral. Without limiting the foregoing:

(a) Grantor hereby authorizes Lender to file, or record, as the case may be, without Grantor's signature, one or more financing statements with respect to the Intellectual Property Collateral. Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. Grantor approves, authorizes and ratifies any filings or recordings made by or on behalf of Lender in connection with the perfection and continuation of Lender's security interest with respect to the Intellectual Property Collateral.

(b) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Schedules 1, 2 and 3 of Exhibit A hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, or Trademarks in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

(iii) Grantor acknowledges and agrees that it is not authorized to, and will not file financing statements or other filing or recording documents with respect to the Intellectual Property Collateral and Lender's security interest in the Intellectual Property Collateral (including any amendments thereto, or continuation or termination statements thereof), without the express prior written approval of Lender, consenting to the form and substance of such financing statement or other filing or recording documents.

8. Events of Default. The occurrence of any of the following shall constitute an "**Event of Default**" under this Agreement:

(i) Grantor shall fail to pay when due any amount owed to Lender or any third party pursuant to the Loan Documents, or any other instrument evidencing, securing or relating to the Obligations;

(ii) Any breach by Grantor in the full and timely performance of any other covenant, condition, agreement, obligation or warranty of Grantor contained in this Agreement, which breach is capable of being remedied by Grantor and continues after written notice from Trustee or Lender for a period of ten (10) days;

(iii) Any breach by Grantor in the full and timely performance of any covenant, condition, agreement, obligation or warranty of Grantor contained in this Agreement, which breach, by its nature, Grantor is incapable of remedying;

(iv) An "Event of Default" occurs under any other Loan Document or Grantor materially breaches any provision of any other Loan Document and such breach is not cured within the time, if any, for cure provided in such Loan Document;

(v) Grantor, or any party which may be liable upon the Obligations, by guaranty, assumption of the Loan Documents, or otherwise (a "**Guarantor**"), shall: (A) voluntarily be adjudicated as bankrupt or insolvent, (B) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of its property, (C) file a petition seeking relief under the bankruptcy or similar laws of the United States or any state or any other competent jurisdiction, (D) make a general assignment for the benefit of creditors, or (E) admit in writing its inability to pay its debts as they become due;

(vi) A court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of Grantor or any Guarantor, as the case may be, a receiver or trustee for all or any part of its property or shall enter an order for relief or approve a petition filed against Grantor or any Guarantor under the bankruptcy or similar laws of the United States or any state or other competent jurisdiction, and such order, judgment or decree shall remain in force undischarged or unstayed for a period of thirty (30) days;

(vii) A default occurs in any agreement between Grantor and a third party giving the third party the right to accelerate any substantial indebtedness;

(viii) Any warranty or representation in any Loan Document (including, without limitation or in any writing delivered to Lender is untrue or inaccurate in any material respect;

(ix) Any guaranty of the Obligations ceases for any reason to be in full force, or any Guarantor fails to perform any obligation thereunder;

(x) Money judgments in the aggregate of at least \$100,000 are rendered against Grantor and are unsatisfied or unstayed; or

(xi) There (i) occurs any material adverse change in the business, operations or conditions (financial or otherwise) of Grantor, or (ii) is a material impairment of the prospect of repayment of any portion of the obligations, or (iii) is a material impairment of the value, attachment, perfection or priority of Lender's interest in the Intellectual Property Collateral

9. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a Lender under the Delaware Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative. Notwithstanding anything to the contrary herein, during the period commencing on the first day on which Lender takes ownership of any of the Intellectual Property Collateral pursuant to the terms hereof (the "**Transfer Date**") and expiring on the anniversary thereof, Grantor shall have a nonexclusive, royalty free license to use the Copyrights, Patents, and Trademarks, solely for the purpose of disposing of its inventory, goods and products as the same may exist as of the Transfer Date.

10. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this Agreement or otherwise (including without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

11. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

14. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

15. Counterparts. 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.

16. Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard for choice of law provisions. Grantor and Lender consent to the nonexclusive jurisdiction of any state or federal court located in San Francisco, California.

17. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Agreement except that the disclosure of this information may be made (i) to the affiliates of the Lender, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Lender.

18. Notices. Notices given hereunder shall be delivered pursuant to the Loan Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

GRANTOR

ILLUMAGEAR, INC.:

DocuSigned by:

John Maxwell Baker

By: _____
D9B9B8332C13497...

Name: Max Baker

Title: Chief Executive Officer

LENDER

BRICK & MORTAR VENTURES I, L.P.

BY: BRICK & MORTAR VENTURES GP, LLC,

ITS GENERAL PARTNER

By: _____

Name: DARREN BECHTEL

Title: MANAGING DIRECTOR

[signature page to Intellectual property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

GRANTOR

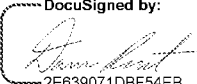
ILLUMAGEAR, INC.:

By: _____
Name: Max Baker
Title: Chief Executive Officer

LENDER

BRICK & MORTAR VENTURES I, L.P.

BY: BRICK & MORTAR VENTURES GP, LLC,
ITS GENERAL PARTNER

DocuSigned by:

By: _____
2E639071DBE54EB...

Name: DARREN BECHTEL
Title: MANAGING DIRECTOR

[signature page to Intellectual property Security Agreement]

EXHIBIT A

All of the following shall collectively be called the “**Intellectual Property Collateral**”:

Any and all copyright rights, copyright applications, copyright registrations, domain names 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, including without limitation those set forth on Schedule 1 attached hereto and incorporated hereby (collectively, the “**Copyrights**”);

Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule 2 attached hereto and incorporated hereby (collectively, the “**Patents**”);

Any trademark, service mark, and trade name, 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, including without limitation those set forth on Schedule 3 attached hereto and incorporated hereby (collectively, the “**Trademarks**”);

Any and all claims for damages by way of past, present and future infringements 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;

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

All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents;

All label rights and approvals; All customer lists; and All 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.

Schedule 1

Copyrights

None.

Schedule 2

Patents

THE HALO LIGHT

Country	Appl. No.	Filing Date	Patent No.	Status
United States	61/604,982	29-Feb-2012	---	Converted
United States	13/779634	27-Feb-2013	8,529,082	Patented
United States	13/972627	21-Aug-2013	9,103,539	Patented
United States	14/794615	08-July-2015	9,737,105	Patented
United States	15/653353	18-July-2017	9,986,778	Patented
United States	16/254319	22-Jan-2019	10,561,188	Patented
United States	16/731828	31-Dec-2019	10,709,189	Patented
United States	16/893269	04-Jun-2020	10,779,598	Patented
United States	16/993107	13-Aug-2020	---	Pending
Australia	2013202320	27-Feb-2013	2013202320	Patented
Canada	2901771	27-Feb-2013	2901771	Patented
European Region	13710198.6	27-Feb-2013	2819536	Patented
-- registered in Germany, France, United Kingdom, and Sweden				
Mexico	MX/a/2014/010425	27-Feb-2013	353830	Patented
International (PCT)	US2013/028064	27-Feb-2013	---	Converted

PASS SYSTEM

Country	Appl. No.	Filing Date	Patent No.	Status
United States	62/337223	16-May-2016	---	Converted
United States	16/099657	07-Nov-2018	10,650,655	Patented
United States	16/838923	02-Apr-2020	---	Pending
International (PCT)	US2017/032911	16-May-2017	---	Converted
Canada	3060220	16-May-2017	---	Pending

HARNESS SYSTEM

Country	Appl. No.	Filing Date	Patent No.	Status
United States	17/281785	31-Mar-2021	---	Pending
United States	62/740776	03-Oct-2018	---	Converted
Australia	2019355152	03-Oct-2019	---	Pending
International (PCT)	US2019/054577	03-Oct-2019	---	Converted

HALO SL – TASK LIGHTING FANGS & FIRMWARE ACCESS PORT

Country	Appl. No.	Filing Date	Patent No.	Status
United States	17/282724	02-Apr-2021	---	Pending
United States	62/935555	14-Nov-2019	---	Pending
International (PCT)	US2020/060584	13-Nov-2020	---	Pending

THE HALO LIGHT v.1

Country	Appl. No.	Filing Date	Patent No.	Status
United States	29/446866	27-Feb-2013	D685938	Patented
Australia	14163/2013	23-Aug-2013	351028	Patented
Canada	152650	26-Aug-2013	152650	Patented
European Union	002294967	22-Aug-2013	002294967	Patented

THE HALO LIGHT v.2

Country	Appl. No.	Filing Date	Patent No.	Status
United States	29/479213	13-Jan-2014	D742,049	Patented
China	201430233231.8	11-Jul-2014	ZL201430233231.8	Patented

HALO NEXT

Country	Appl. No.	Filing Date	Patent No.	Status
United States	29/565461	20-May-2016	D809686	Patented
Australia	201616459	18-Nov-2016	201616459	Patented
Canada	171671	17-Nov-2016	171671	Patented
China	201630551597.9	14-Nov-2016	ZL201630551597.9	Patented
European Union (H)	---	10-Nov-2016	DM/094808	Patented
Japan (H)	2016-502105	10-Nov-2016	DM/094808	Patented
South Korea (H)	---	10-Nov-2016	DM/094808	Patented
Int'l (Hague)	001534901	10-Nov-2016	DM/094808	Registered

HALO SL

Country	Appl. No.	Filing Date	Patent No.	Status
United States	29/711,380	30-Oct-2019	---	Pending
Australia	202012423	23-Apr-2020	202012423	Patented
Canada	198588	28-Apr-2020	198588	Patented
China	202030187376.4	29-Apr-2020	ZL202030187376.4	Patented
European Union (H)	970052583	28-Apr-2020	DM/210424	Patented
Japan (H)	2020-501714	28-Apr-2020	DM/210424	Patented
South Korea (H)	---	28-Apr-2020	DM/210424	Patented
Int'l (Hague)	970052583	28-Apr-2020	DM/210424	Registered

Schedule 3

Trademarks

ILLUMAGEAR

Country	Appl. No.	Filing Date	Registration No.	Status
United States	85/573,458	19-Mar-2012	4560715	Registered
Canada	1594949	19-Sep-2012	957559	Registered
Australia	1659330	07-Jul-2014	1222857	Registered
China	na	07-Jul-2014	1222857	Registered
European Union	na	07-Jul-2014	1222857	Registered
Int'l (Madrid)	A0043683	07-Jul-2014	1222857	Registered

PASS

Country	Appl. No.	Filing Date	Registration No.	Status
Canada	1905731	21-Jun-2018	---	Pending



Country	Appl. No.	Filing Date	Registration No.	Status
United States	86/210873	04-Mar-2014	4674283	Registered
Canada	1692413	04-Sep-2014	TMA979888	Registered

THE HALO LIGHT

Country	Appl. No.	Filing Date	Registration No.	Status
United States	86/839694	4-Dec-2015	5263357	Registered

HALO

Country	Appl. No.	Filing Date	Registration No.	Status
United States	87/035168	12-May-2016	5908446	Registered
Australia	---	9-Nov-2016	1334322	Registered
Canada	1809004	10-Nov-2016	---	Pending
China	---	9-Nov-2016	---	Pending
European Union	---	9-Nov-2016	1334322	Registered
Int'l (Madrid)	A0062866	9-Nov-2016	1334322	Registered

PERSONAL ACTIVE SAFETY SYSTEM

Country	Appl. No.	Filing Date	Registration No.	Status
United States	87/186781	28-Sep-2016	5204073	Registered
Canada	1905732	21-Jun-2018	---	Pending

SEE AND BE SEEN

Country	Appl. No.	Filing Date	Registration No.	Status
United States	87/315239	26-Jan-2017	5706610	Registered

360° PERSONAL LIGHTING

Country	Appl. No.	Filing Date	Registration No.	Status
United States	87/642266	11-Oct-2017	---	Pending
Australia	---	15-Mar-2018	---	Pending
Canada	1888324	15-Mar-2018	---	Pending
Int'l (Madrid)	A0074326	15-Mar-2018	1414909	Registered

BUILT FOR THE JOBSITE

Country	Appl. No.	Filing Date	Registration No.	Status
United States	88/126673	21-Sep-2018	---	Allowed

BUILT FOR THE JOBSITE, NOT THE CAMPSITE

Country	Appl. No.	Filing Date	Registration No.	Status
United States	88/126678	21-Sep-2018	6065031	Registered

DITCH THE HEADLAMP

Country	Appl. No.	Filing Date	Registration No.	Status
United States	88/138418	01-Oct-2018	---	Allowed
Canada	1954738	01-Apr-2019	---	Pending
New Zealand	1119838	01-Apr-2019	1464407	Registered
Int'l (Madrid)	A0084687	01-Apr-2019	1464407	Registered

HALO SL

Country	Appl. No.	Filing Date	Registration No.	Status
United States	88/643049	04-Oct-2019	6191276	Registered
Australia	---	9-Nov-2016	1334322	Registered
Canada	1809004	10-Nov-2016	---	Pending
European Union	---	9-Nov-2016	1334322	Registered
Int'l (Madrid)	A0062866	9-Nov-2016	1334322	Registered

CONNECTED AND PROTECTED

Country	Appl. No.	Filing Date	Registration No.	Status
United States	88/689679	12-Nov-2019	6241151	Registered
Australia	---	08-May-2020	1536150	Registered
Canada	---	08-May-2020	---	Pending
Int'l (Madrid)	A0096532	08-May-2020	1536150	Registered

360° PERSONAL LIGHTING BY ILLUMAGEAR

Country	Appl. No.	Filing Date	Registration No.	Status
United States	88/916495	14-May-2020	---	Allowed

SIXTH SENSE BY ILLUMAGEAR

Country	Appl. No.	Filing Date	Registration No.	Status
United States	90/606619	26-Mar-2021	---	Pending

Australia	---	24-Sep-2021	---	Pending
Canada	---	24-Sep-2021	---	Pending
China	---	24-Sep-2021	---	Pending
European Union	---	24-Sep-2021	---	Pending
Int'l (Madrid)	A0114099	24-Sep-2021	---	Pending