

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700932

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gearbox Express, LLC		01/06/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	First Midwest Bank		
Street Address:	8750 W. Bryn Mawr, Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4309413	GEARBOX EXPRESS	
Registration Number:	4632920	REVOLUTION	
Registration Number:	4902985	GBXCHANGE	
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>			
Phone:	3125805060		
Email:	skim@thompsoncoburn.com		
Correspondent Name:	Soyoon Kim		
Address Line 1:	55 E. Monroe St. 37th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Soyoon Kim		
SIGNATURE:	/Soyoon Kim/		
DATE SIGNED:	01/10/2022		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of January 6, 2022, by and among First Midwest Bank ("Lender") and Gearbox Express, LLC, a Wisconsin limited liability company ("Lead Borrower") (Lead Borrower and each other Person joined as a borrower to the "Loan Agreement" (hereinafter defined) from time to time are each individually a "Borrower" and collectively, the "Borrowers").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Lead Borrower pursuant to that certain Loan and Security Agreement of even date herewith by and between Lead Borrower and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), and the "Other Agreements" (as defined in the Loan Agreement);

WHEREAS, pursuant to the Loan Documents, Borrowers granted to Lender a first position priority security interest and lien in and to all of each Borrower's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, Lead Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Lead Borrower and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lead Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Liabilities, Lead Borrower hereby grants and conveys to Lender a first position priority security interest and lien in and to all of Lead Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether Lead Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by Lead Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of Lead Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. Lead Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, and upon written notice to Lead Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral. Lead Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. **Restrictions on Future Agreements.**

A. Lead Borrower agrees that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Lead Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Lead Borrower's obligations under this Agreement. Lead Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Lead Borrower hereby represents and warrants to Lender that Lead Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Lead Borrower hereby covenants unto Lender that until the Liabilities shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, Lead Borrower

shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Lead Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Lead Borrower. If, prior to payment of the Liabilities in full, Lead Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and Lead Borrower shall provide Lender with immediate notice thereof. Lead Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Lead Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges by Lead Borrower to Lender. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Upon prior written notice to Lead Borrower and, if no Event of Default then exists, no more than once during a calendar year during normal business hours, Lender shall have the right to inspect Lead Borrower's premises and to examine Lead Borrower's books, records and operations relating to the Intellectual Property, including, without limitation, Lead Borrower's quality control processes. Upon the occurrence and continuation of an Event of Default, Lead Borrower agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Lead Borrower under the Trademarks, Patents, Copyrights or Licenses. Lead Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6, 8 and 13 hereof, nothing contained herein shall be deemed to limit in any way Lead Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of Borrower.** Lead Borrower shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Lead Borrower. Lead Borrower shall not abandon any Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon the occurrence and continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Lead Borrower to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Lead Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Lead Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Lead Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Lead Borrower contained in this Agreement and no Event of Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Lead Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Lead Borrower's true and lawful attorney-in-fact, with power, upon the occurrence and continuation of an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse Lead Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Lead Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Lead Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers and Lender have been terminated. Lead Borrower acknowledges and agrees that this Agreement is not intended to limit or

restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon Lead Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

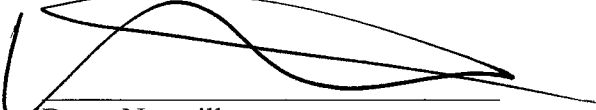
16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Joint and Several.** All references to “Borrowers” and “Borrower” shall mean Lead Borrower and the other Borrowers identified in the Loan Agreement, if any, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Lead Borrower and the other Borrowers identified in the Loan Agreement.

[signature page follows]

IN WITNESS WHEREOF, Lead Borrower's duly authorized members or managers, as applicable, have executed this Agreement as of the date first set forth above.

GEARBOX EXPRESS, LLC,
a Wisconsin limited liability company

By: 
Name: Bruce Neumiller
Title: Chief Executive Officer


[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007554 FRAME: 0808

ACCEPTANCE

The undersigned, First Midwest Bank, accepts the foregoing Collateral Assignment of Intellectual Property.

FIRST MIDWEST BANK

By: 
Name: John Cunningham
Title: Vice President

[Acceptance page to Intellectual Property Security Agreement]

EXHIBIT A

Trademarks and Trademark Registrations

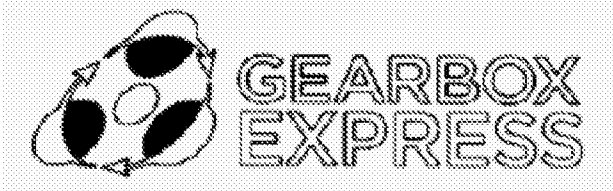
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	77948588	4309413	35 and 37	
REVOLUTION	85769135	4632920	7	
GBXCHANGE	85383848	4902985	37	

EXHIBIT B

Patents and Patent Registrations

None.

EXHIBIT C

Copyrights and Copyright Applications

None.

EXHIBIT D

License Agreements

None.