

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKYDEX TECHNOLOGIES, INC.		01/31/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Montage Capital II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6084434	PROTECTING PEOPLE AND THINGS THAT MATTER	
Registration Number:	5275497		
Registration Number:	5275493		
Registration Number:	5256020	SEA SHOCKS	
Registration Number:	4743292	PROTECTING THINGS THAT MATTER	
Registration Number:	5082148	PROTECTING THINGS THAT MATTER	
Registration Number:	5082147	SKYDEX	
Registration Number:	5082146	PROTECTING THINGS THAT MATTER	
Registration Number:	5082145	SKYDEX	
Registration Number:	5020988	SKYDEX	
Registration Number:	5012081	PROTECTING THINGS THAT MATTER	
Registration Number:	5012077	SKYDEX	
Registration Number:	5002580	SKYDEX	
Registration Number:	5002578	SKYDEX	
Registration Number:	4939705	PROTECTING THINGS THAT MATTER	
Registration Number:	4939691	PROTECTING THINGS THAT MATTER	
Registration Number:	4901348	PROTECTING THINGS THAT MATTER	
Registration Number:	3966402	SKYDEX	
Registration Number:	3966404	SKYDEX	

OP \$515.00 6084434

Property Type	Number	Word Mark
Registration Number:	2739534	SKYDEX

CORRESPONDENCE DATA

Fax Number: 6506440520

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.

Phone: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1: 2625 MIDDLEFIELD RD., #215

Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	01/31/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2022 by and between SKYDEX TECHNOLOGIES, INC., a Texas corporation formerly known as Retama Technology Corporation (“Borrower”) and MONTAGE CAPITAL II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

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. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

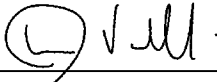
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

SKYDEX TECHNOLOGIES, INC.

Address of Borrower:

12508 E. Briarwood Ave.
Centennial, CO 80112
Attn: Alvaro Vaselli, CEO

By: 
Name: Alvaro Vaselli
Title: President and CEO

LENDER:

MONTAGE CAPITAL II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Chet Kasper

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

SKYDEX TECHNOLOGIES, INC.

Address of Borrower:

12508 E. Briarwood Ave.
Centennial, CO 80112
Attn: Alvaro Vaselli, CEO

By: _____

Name: _____

Title: _____

LENDER:

MONTAGE CAPITAL II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Chet Kasper

By:  _____

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>



SCHEDULE B

Patents

Description	Patent Number/ Application Number	Issue Date / Application Date
Tiered void cells	10,986,936	April 27, 2021
Collapsible layered cushion	10,638,854	May 5, 2020
Differing void cell matrices	10,624,419	April 21, 2020
Pressure distributing aligned arrays of cushioning void cells	10,618,246	April 14, 2020
Pressure distributing aligned arrays of cushioning void cells	10,286,626	May 14, 2019
Cellular cushion	10,206,517	February 19, 2019
Interdigitated cellular cushioning	10,197,125	February 5, 2019
Interdigitated cellular cushioning	9,603,407	March 28, 2017
Collapsible layered cushion	9,492,018	November 15, 2016
Collapsible layered cushion	8,990,987	March 31, 2015
Interdigitated cellular cushioning	8,915,339	December 23, 2014
Cellular cushion	8,904,584	December 9, 2014
Overpressure protection	8,714,071	May 6, 2014
Cushioning system with parallel sheets having opposing indentions for linear deflection under load	7,574,760	August 18, 2009
Cushioning structure for floor and ground surfaces	7,033,666	April 25, 2006
Cushioning structure for floor and ground surfaces	6,777,062	August 17, 2004
Shoe sole component and shoe sole component construction method	6,098,313	August 8, 2000
Shock absorbing component and construction method	6,029,962	February 29, 2000
Construction method for cushioning component	5,976,451	November 2, 1999
Shoe sole component and shoe sole component construction method	5,572,804	November 12, 1996
Tiered void cells	17/221273	April 2, 2021
Void cell arrangements with differing void cells	16/818940	March 13, 2020
Void cells with outwardly curved surfaces	15/748702	August 1, 2016
Void cells with outwardly curved surfaces	15/225154	August 1, 2016
Hard shell fastening device	15/040059	February 10, 2016
Welded shoe assembly	14/821995	August 10, 2015
Overpressure wave absorption	14/207063	March 12, 2014
Linked arrays of void cells	14/483529	September 11, 2014
Cellular cushion	14/533367	November 5, 2014
Differing void cell matrices for sole support	14/445752	July 29, 2014
Removable body padding	14/250103	April 10, 2014
Shear cushion with interconnected columns of cushioning elements	14/167474	January 29, 2014
Two-layer structural material with interdigitated protrusions	11/299319	December 9, 2005
Cushioned pole vault planting box	10/263602	October 3, 2002

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
PROTECTING PEOPLE AND THINGS THAT MATTER	88694498	6084434	June 23, 2020
QUICK-FIT	87485274		*
	87295092	5275497	August 29, 2017
	87295064	5275493	August 29, 2017
SEA SHOCKS	87295163	5256020	August 1, 2017
PROTECTING THINGS THAT MATTER	86415504	4743292	March 10, 2015
WAKE&WAG	86061773	4581769	*
PROTECTING THINGS THAT MATTER	86973238	5082148	November 15, 2016
SKYDEX	86973231	5082147	November 15, 2016
PROTECTING THINGS THAT MATTER	86973218	5082146	November 15, 2016
SKYDEX	86973204	5082145	November 15, 2016
SKYDEX	86834581	5020988	August 16, 2016
PROTECTING THINGS THAT MATTER	86834626	5012081	August 2, 2016
SKYDEX	86834560	5012077	August 2, 2016
SKYDEX	86834610	5002580	July 19, 2016
SKYDEX	86834572	5002578	July 19, 2016
PROTECTING THINGS THAT MATTER	86688140	4939705	April 19, 2016
PROTECTING THINGS THAT MATTER	86687906	4939691	April 19, 2016
PROTECTING THINGS THAT MATTER	86688033	4901348	February 16, 2016
MURPHY'S PAD	86066071		*
SKYDEX	85168381	3966402	May 24, 2011
SKYDEX	85168464	3966404	May 24, 2011
SKYDEX	76203375	2739534	July 22, 2003
SKYDEX	76203274	2789232	*
	1987374		*

* — indicates dead, abandoned or cancelled trademark