

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Billow Global, Inc.		10/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	West Virginia Jobs Investment Trust Board		
Street Address:	1012 Kanawha Boulevard, East		
Internal Address:	5th Floor		
City:	Charleston		
State/Country:	WEST VIRGINIA		
Postal Code:	25301		
Entity Type:	Corporation: WEST VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4603027	BILLOW	
Registration Number:	4965183	BILLOW	
CORRESPONDENCE DATA			
Fax Number:	3043403801		
<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:	3043403861		
Email:	ebenedetto@spilmanlaw.com		
Correspondent Name:	Elizabeth Benedetto		
Address Line 1:	300 Kanawha Boulevard, East		
Address Line 4:	Charleston, WEST VIRGINIA 25301		
NAME OF SUBMITTER:	Elizabeth A. Benedetto, Esq.		
SIGNATURE:	/eab/		
DATE SIGNED:	04/29/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Agreement") made and entered into as of the 31st day of October, 2017, by and among **BILLOW GLOBAL, INC.**, a Delaware corporation (the "Debtor"), having an office and place of business at 101 Flint Rock Road, Charleston, West Virginia 25314 and **WEST VIRGINIA JOBS INVESTMENT TRUST BOARD**, a public body corporate (hereinafter referred to as the "Secured Party"), having an office and place of business at Fifth Floor, 1012 Kanawha Boulevard, East, Charleston, West Virginia 25301.

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of Note and Warrant Purchase Agreement dated as of February 12, 2016 (together with all modifications, amendments, supplements and changes thereto, the "Purchase Agreement"), by and among the Debtor, the persons and entities listed on the schedule of investors attached as Schedule I thereto including, without limitation, the Secured Party and West Virginia High Technology Consortium Foundation ("WVHTC Foundation"), and the holders of the Company's common stock listed on the schedule of key holders attached as Schedule II thereto, the Secured Party has made a loan to the Debtor in the principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), evidenced by that certain Convertible Promissory Note dated February 16, 2016, made by the Debtor and payable to the order of the Secured Party in the principal amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Original Note");

WHEREAS, pursuant to that certain Convertible Promissory Note Modification Agreement dated of even date herewith between the Debtor and the Secured Party (the "Modification Agreement"), the Original Note has been amended and modified to extend the maturity date and make other modifications to the terms of the Original Note (the Original Note, as modified and amended through the date hereof, and together with all future modifications, amendments, supplements and changes thereto, is hereinafter referred to as the "Note");

WHEREAS, Debtor has agreed to secure the performance of the Debtor's loan repayment and other obligations to Secured Party, as provided herein; and

WHEREAS, Debtor has entered into that certain Security Agreement dated of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with the Secured Party, pursuant to which Debtor has granted to the Secured Party a security interest in all of the personal property of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired intangible intellectual property, and all proceeds thereof, to secure the payment of the loan and other obligations to Secured Party.

NOW THEREFORE, in consideration of the premises, said loan and the provisions and agreements herein contained, the parties hereto agree as follows:

1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. **Grant of Security Interest.** As security for the timely payment and performance of the Obligations and the performance of the obligations under the Note, the Security Agreement and this Agreement, the Debtor does hereby sell, assign, transfer and set over unto the Secured Party and grant to the Secured Party a security interest in all right, title or interest in or to any and all of the following assets and property now owned or at anytime hereafter acquired by the Debtor or in which the Debtor now has or any time in the future may acquire any right, title or interest (collectively, the "Intellectual Property Collateral"):

(a) all patents and patent applications including, without limitation, those set forth in Schedule I hereto, and all letters patent of the United States, and all provisionals, reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all trademark registrations and applications including, without limitation, those set forth in Schedule II hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all copyright registrations, applications and copyright registrations and applications exclusively licensed to the Debtor including, without limitation, those set forth in Schedule III hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Security Agreement.** This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interests granted to the Secured Party herein are in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the

Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party generally and with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. **Shared Security Interest; Intercreditor Agreement.** This Agreement is being executed contemporaneously with that certain Intellectual Property Security Agreement dated of even date herewith, by and among the Debtor and West Virginia High Technology Consortium Foundation d/b/a High Technology Foundation ("WVHTC Foundation"). Secured Party, the WVHTC Foundation and the Debtor have entered into an Intercreditor Agreement, dated of even date herewith, by which the Secured Party and WVHTF Foundation Party have agreed that their respective security interests in the Intellectual Property Collateral shall be on parity as to lien, right, priority and dignity.

5. **Recordation.** The Debtor authorizes the Secured Party or its agents to file this Agreement, together with any other necessary cover sheets or other documents, including a Trademark Assignment, with the Director of the U.S. Patent and Trademark Office, and further authorizes and requests that the Director of the U.S. Patent and Trademark Office record this Agreement.

6. **Governing Law; Severability.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia without regard to principles of conflicts of laws.

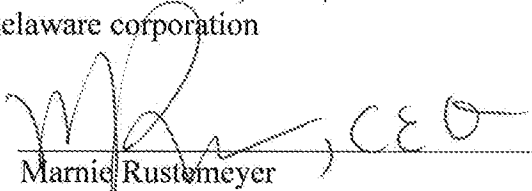
7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

8. **Termination of Security Interest.** Upon the payment in full of all the Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Debtor. Upon such termination, the Secured Party shall file any releases necessary to effect such termination and the Secured Party will execute and deliver to the Debtor any other additional documents, instruments or releases, and take such other actions as the Debtor shall reasonably request to evidence such termination.

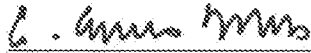
[Remainder of Page Intentionally Left Blank; Signature Page Follows]

WITNESS the due execution and sealing hereof with the intent to be legally bound, as of the day and year first above written.

BILLOW GLOBAL, INC.,
a Delaware corporation

By: 
Marnie Rustemeyer
Its: Chief Executive Officer

**WEST VIRGINIA JOBS INVESTMENT
TRUST BOARD**

By: 
C. Andrew Zulauf
Its: Executive Director

10184322 (5659.0090)

SCHEDULE I

PATENTS

US Patent No. 9,516,951 dated December 13, 2016, issued to applicant Billow Global, Inc. for Anatomy Conformed Support Pillow

SCHEDULE II

TRADEMARKS

None

SCHEDULE III

COPYRIGHTS

None