

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM725896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AZHAR LLC		03/09/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	The Bancorp Bank		
Street Address:	2101 Gateway Centre Blvd., Suite 100		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4581740	JIMMYCASE	
Registration Number:	5330798	SLIMJIMMY	
Registration Number:	6052544	J	
CORRESPONDENCE DATA			
Fax Number:	4049976021		
<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:	4049976032		
Email:	hhestley@jamesbatesllp.com		
Correspondent Name:	Heather Hestley		
Address Line 1:	3399 Peachtree Road NE		
Address Line 2:	Suite 1700		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Heather Hestley		
SIGNATURE:	/Heather Hestley/		
DATE SIGNED:	05/05/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of 3/9/2022, 2022, is made by and between **AZHAR LLC, a Texas limited liability company** (the "**Borrower**") in favor of **THE BANCORP BANK, a Delaware banking corporation** (the "**Lender**").

WHEREAS, the Borrower has entered into an SBA Loan Agreement dated as of even date herewith (the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Borrower has executed and delivered to the Lender that certain Security Agreement dated of even date herewith, made by and between the Borrower and the Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**"); and

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof 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, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

(d) 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

(e) 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.

2. Recordation. Borrower authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. Subject to those special stipulations set forth on the attached Exhibit "A", this IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AZHAR LLC, a Texas limited liability company

DocuSigned by:
Karim Jiواني
By: _____
Name: Karim Jiواني
Title: Manager

Address for Notices:
4536 Oriel Ln
Carrollton, TX 75010

AGREED TO AND ACCEPTED:

THE BANCORP BANK, a Delaware banking corporation

DocuSigned by:
Lucia Guerra
By: _____
Name: Lucia Guerra
Title: Director, SBL Closing Manager

Address for Notices:
2101 Gateway Centre Blvd., Suite 100,
Morrisville, NC 27560

SCHEDULE 1**PATENTS****Patents**

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]
Case wallet for portable handheld electronic device	United States	9027746	May 12, 2015	Azhar LLC

SCHEDULE 2**TRADEMARKS****Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
J	United States	6052544	May 10, 2020	Azhar LLC
JIMMYCASE	United States	4581740	August 5, 2014	Azhar LLC
SLIMJIMMY	United States	5330798	November 7, 2017	Azhar LLC

EXHIBIT "A"
SPECIAL STIPULATIONS

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.