

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WHITEBOX TECHNOLOGIES, INC.		05/11/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	55 Almaden Boulevard Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6120185	FACTORY FLOOR TO FRONT DOOR	
<b>Serial Number:</b>	90351026	OMNIFI	
<b>Registration Number:</b>	6284181	POWERING THE DIRECT-TO-CONSUMER ECONOMY	
<b>Serial Number:</b>	90151422	WEBO	
<b>Registration Number:</b>	5407705	WHITEBOX	
<b>Serial Number:</b>	90151382	WHITEBOX.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Connecticut Ave., NW, Suite 712		
<b>Address Line 2:</b>	COGENY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1683928		
<b>NAME OF SUBMITTER:</b>	Diane Giacomozzi		
<b>SIGNATURE:</b>	/Diane Giacomozzi/		

OP \$165.00 6120185

**DATE SIGNED:**

05/11/2022

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 11, 2022 by and between **WESTERN ALLIANCE BANK**, an Arizona corporation, ("Bank") and **WHITEBOX TECHNOLOGIES, INC.**, a Delaware corporation with its principal place of business located at 1010 Swan Creek Drive, Curtis Bay, MD 21226 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Collateral.

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 when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 Exhibit A attached hereto (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 that 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 Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, 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 Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) 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;

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

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

(j) 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor 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 Collateral.

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

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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.

GRANTOR:

WHITEBOX TECHNOLOGIES, INC.

DocuSigned by:  
By: **Marcus Startzel**  
ECF9C7404E534A4...

Name: Marcus Startzel

Title: CEO

BANK:

WESTERN ALLIANCE BANK, AN  
ARIZONA CORPORATION

DocuSigned by:  
By: **Mark Simmerson**  
3C8CC051A1F54A3...

Name: Mark Simmerson

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



EXHIBIT C

## Trademarks

Description: Registration/Application  
NumberRegistration/Application Number and  
Registration/Application Date

FACTORY FLOOR TO FRONT DOOR  RN: 6120185 SN: 88477869	Registered, August 4, 2020 Int'l Class: 35,42 First Use: June 20, 2019 Filed: June 18, 2019 Registered: August 4, 2020 Register Type: Principal Register
OMNIFI  SN: 90351026	Pending Application, November 12, 2021 Office Status: Suspension Letter Mailed Filed: December 1, 2020 Register Type: Principal Register
POWERING THE DIRECT-TO-CONSUMER ECONOMY  RN: 6284181 SN: 88648211	Registered, March 2, 2021 Int'l Class: 35,42 First Use: December 17, 2020 Filed: October 9, 2019 Registered: March 2, 2021 Register Type: Principal Register
WEBO  SN: 90151422	Application pending publication, April 12, 2022 Office Status: Second Extension - Granted Filed: September 1, 2020 Register Type: Principal Register
WHITEBOX  RN: 5407705 SN: 87975937	Registered, February 20, 2018 Int'l Class: 39 First Use: October, 2013 Filed: January 12, 2017 Registered: February 20, 2018 Register Type: Principal Register
WHITEBOX.COM  SN: 90151382	Application pending publication, April 12, 2022 Office Status: Notice of Allowance - Issued Filed: September 1, 2020 Register Type: Principal Register
WBTECH, INC.  RN: HI 4222117	HAWAII - Registered Last Status Received: Registered, April 16, 2019 Registered: April 16, 2019
WHITEBOX  AN: UK00917003542	United Kingdom Registered Last Status Received: Registered, November 17, 2017 Filed: July 20, 2017 Registered: November 17, 2017 Expiration Date: July 20, 2027

Description: Registration/Application  
Number

Registration/Application Number and  
Registration/Application Date

WHITEBOX  RN: 017003542 AN: 017003542	European Union Registered Last Status Received: Registered, November 21, 2017 Filed: July 20, 2017 Registered: November 17, 2017 Expiration Date: July 20, 2027
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EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

NY:2364814