

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inventables, Inc.		06/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Celtic Bank Corporation		
Street Address:	268 S State St		
City:	Salt Lake City		
State/Country:	UNITED STATES		
Postal Code:	84111		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78595952	INVENTABLES	
Serial Number:	86100489	EASEL	
Serial Number:	86499660	X-CARVE	
Serial Number:	86637731	X-CONTROLLER	
Serial Number:	88559112	CARVEY	
Serial Number:	90229969	X-CARVE PRO	
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:	8013206588		
Email:	lrinaldi@celticbank.com		
Correspondent Name:	Leslie Rinaldi		
Address Line 1:	268 S State St		
Address Line 2:	Ste 300		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Leslie K Rinaldi		
SIGNATURE:	// Leslie K Rinaldi //		
DATE SIGNED:	07/10/2022		

OP \$165.00 78595952

Total Attachments: 20

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Loan #: 17500361

Principal Loan Amount: \$12,500,000.00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of June 16, 2022 is made by and Inventables, Inc., a Delaware corporation ("**Borrower**") in favor of Celtic Bank Corporation (the "**Lender**"), a Utah state corporation.

WHEREAS, the Borrower has entered into a Business Loan Agreement dated as of even date (the "**Loan Agreement**"), with the Lender; and

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 as of June 16, 2022 made by and between the Borrower and the Lender (the "**Security Agreement**"); and

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 and the United States Copyright 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**");

(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**");

(c) all rights of any kind whatsoever of Grantor 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.

2. **Recordation.** Borrower authorizes the Commissioner for Patents 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.

Loan #: 17500361

Principal Loan Amount: \$12,500,000.00

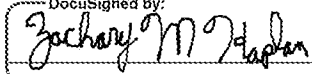
4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart 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. 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

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.

INVENTABLES, INC.

DocuSigned by:
By: 
D73D593C8AB74BC ..

Name: Zach Kaplan

Title: President & CEO

Address for Notices:

600 W. Van Buren St., Suite 215
Chicago, IL 60607-3706

Loan #: 17500361

Principal Loan Amount: \$12,500,000.00

AGREED TO AND ACCEPTED:

CELTIC BANK CORPORATION

DocuSigned by:
By: Daniel Godfrey
82819D5CA2FE480...

Name: Daniel Godfrey

Title: Senior Vice President

Address for Notices:

268 S. State Street, Suite 300
Salt Lake City, UT 84111

Loan #: 17500361

Principal Loan Amount: \$12,500,000.00

SCHEDULES

SCHEDULE 1

PATENTS

Title	Jurisdiction	Patent Number	Issue/Filing Date	[Record Owner]
Milling Machine With a Smart Clamp for Automatically Determining the Z Origin of a Work Piece	United States	9,517,540	December 13, 2016	Inventables, Inc.
Milling Machine	United States	D775,246	December 27, 2016	Inventables, Inc.

Loan #: 17500361

Principal Loan Amount: \$12,500,000.00

SCHEDULE 2
TRADEMARKS

Word Mark	Jurisdiction	Serial Number / Registration Number	Filing Date / Registration Date	[Record Owner]
INVENTABLES	United States	78595952 / 3085004	January 31, 2006 / April 26, 2006	Inventables, Inc.
EASEL	United States	86100489 / 4549323	October 24, 2014 / June 10, 2014	Inventables, Inc.
X-CARVE	United States	86499660 / 4828983	January 9, 2015 / October 10, 2015	Inventables, Inc.
X-CONTROLLER	United States	86637731 / 4900772	May 21, 2015 / February 16, 2016	Inventables, Inc.
CARVEY	United States	88559112 / 5991063	August 1, 2019 / February 18, 2020	Inventables, Inc.
X-CARVE PRO	United States	90229969 / 6401327	October 1, 2020 / June 29, 2021	Inventables, Inc.