

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TURN 5, INC.		11/23/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MATTERHORN CAPITAL PARTNERS, LP		
Street Address:	100 FRONT STREET		
Internal Address:	SUITE 905		
City:	WEST CONSHOHOCKEN		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6559222	C&L	
Registration Number:	6600645	C&L	
Registration Number:	6543592	C&L PERFORMANCE	
Registration Number:	6593655	C&L PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	263064.000005		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	12/06/2022		

CH \$115.00 6559222

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*"), dated as of November 23, 2022, is made by and among TURN 5, INC., a Pennsylvania corporation (the "*Grantor*") in favor MATTERHORN CAPITAL PARTNERS, LP, as lender under the Loan Agreement referred to below (the "*Secured Party*").

WHEREAS, the Grantor and the Secured Party are party to that certain Loan and Security Agreement dated as of September 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*") and that certain Intellectual Property Security Agreement dated as of September 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, in accordance with Section 4.18 of the Loan Agreement, Grantor has granted to the Secured Party a security interest in the Additional IP Collateral (as defined in Section 1 below) of such Grantor and has agreed pursuant thereto to execute and deliver this IP Security Agreement Supplement, for recording with national, federal and state government 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 Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party, as security for the Obligations, a security interest in and to all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or created by the Grantor, and whether now or hereafter existing or arising (the "*Additional IP Collateral*"):

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "*Patents*");

(b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing,

including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Copyrights*”).

Notwithstanding the above, “Additional IP Collateral” shall not include (a) any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under federal Applicable Law or (b) property that is subject to a Lien permitted under Section 5.9 of the Loan Agreement to the extent the granting of a security interest with respect to such property pursuant to this IP Security Agreement would be prohibited by the agreement creating such Lien or would otherwise constitute an event of default (howsoever defined) thereunder, provided, that such property will be deemed Collateral hereunder upon the termination and release of such Lien..

2. Recordation. The 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 IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security 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 the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and the other Loan 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 permitted successors and assigns.

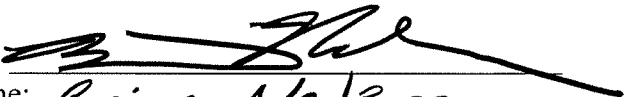
6. Governing Law; Submission to Jurisdiction. This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such State without regard to conflict of law principles. The Grantor hereby consents to the exclusive jurisdiction of any state or federal court located within the Commonwealth of Pennsylvania, and irrevocably agrees that, subject to Lender’s election, all actions or proceedings relating to the Loan Documents or the transactions contemplated hereunder shall be litigated in such courts, and the Grantor waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon it, and consents that all such service of process be made by mail or messenger directed to it at the address set forth in the Loan Agreement. Nothing contained in this Section 6 shall affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any action or proceeding against the Grantor or its property in the courts of any other jurisdiction.

[Signature page follows]

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

GRANTOR:

TURN 5, INC., a Pennsylvania corporation

By: 
Name: Brian Nelson
Title: CFO

Address for Notices:

Turn 5, Inc.
600 Cedar Hollow Road
Paoli, PA 19301
Attention: Steven Voudouris

With a copy to:

Troutman Pepper
3000 Two Logan Square
Philadelphia, PA 19103
Attention: Brad Boericke
E-mail: Bradley.boericke@troutman.com

AGREED TO AND ACCEPTED:

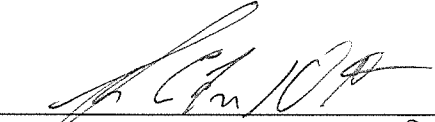
SECURED PARTY:

**MATTERHORN CAPITAL PARTNERS,
LP**

By: _____

Name:

Title:


Louis (Zu) Wu
Main Partner

Address for Notices:

Matterhorn Capital Partners, LP
100 Front Street, Suite 905
West Conshohocken, PA 19428

with a copy to:

Moore & Van Allen PLLC
100 North Tryon Street, Suite 4700
Charlotte, NC 28202
Attention: Todd Ransom
Telephone No: 704.331.1013
Email: toddransom@mvalaw.com

Schedule 1

ADDITIONAL PATENT REGISTRATIONS AND APPLICATIONS

None.

Schedule 2

ADDITIONAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Information	Mark/Name	App. No./Reg. No.	Application Date	Registration Date
Turn 5, Inc. (Pennsylvania Corp.) 600 Cedar Hollow Road Paoli Pennsylvania 19301	C&L and Design	AN: 90315315 RN: 6559222	November 12, 2020	November 16, 2021
Turn 5, Inc. (Pennsylvania Corp.) 600 Cedar Hollow Road Paoli Pennsylvania 19301	C&L and Design	AN: 90315286 RN: 6600645	November 12, 2020	December 28, 2021
Turn 5, Inc. (Pennsylvania Corp.) 600 Cedar Hollow Road Paoli Pennsylvania 19301	C&L PERFORMANCE	AN: 90315234 RN: 6543592	November 12, 2020	November 2, 2021
Turn 5, Inc. (Pennsylvania Corp.) 600 Cedar Hollow Road Paoli Pennsylvania 19301	C&L PERFORMANCE	AN: 90315193 RN: 6593655	November 12, 2020	December 21, 2021

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.