

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776637

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gear Patrol, LLC		12/27/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	MEP Capital Holdings III, L.P.		
Street Address:	244 Madison Avenue #1214		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97104708	GEAR PATROL	
Serial Number:	97104748	FOR LIFE'S PURSUITS	
Serial Number:	97104723	GP	
Serial Number:	97104739	THE DEFINITIVE BUYING GUIDE	
Serial Number:	97104733	PRODUCT JOURNALISM	
Registration Number:	4113789	GEAR PATROL	
Registration Number:	6565052	GEAR PATROL	
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:	317-713-3500		
Email:	npeluchette@taftlaw.com		
Correspondent Name:	Neil Peluchette		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 2:	c/o Taft Stettinius & Hollister LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Neil Peluchette		
SIGNATURE:	/s/Neil Peluchette		

CH \$190.00 97104708

DATE SIGNED:	12/27/2022
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, is entered into as of December 27, 2022 (this "Agreement"), by and between **GEAR PATROL, LLC**, a New York limited liability company with a place of business at 276 5th Avenue, Suite 704-3126, New York, New York 10001 ("Borrower"), and **MEP CAPITAL HOLDINGS III, L.P.**, a Delaware limited partnership with a place of business at 244 Madison Avenue, #1214, New York, NY 10003 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Lender has extended Loans to Borrower pursuant to the terms and conditions of that certain Senior Secured Loan Agreement, dated as of the date hereof, by and between Borrower and Lender (as amended, restated, amended and restated, or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, under the terms of the Loan Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, this Agreement is executed for the purpose of pledging Borrower's intellectual property as security for the Borrower's Obligations owed to Lender under the Loan Agreement and the other Loan Documents.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth on **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto), in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. Borrower 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 Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms, or provisions of this Agreement and the Loan Agreement, the definitions, terms, or provisions of the Loan Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with

respect to the IP Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall be deemed 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 format (i.e., “pdf” or “tif”) shall be effective as if delivered as a manually executed counterpart of this Agreement.

5. 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.

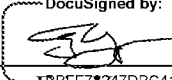
6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

GEAR PATROL, LLC,
a New York limited liability company

DocuSigned by:

By: _____
Name: Eric Yang
Title: Chief Executive Officer

Agreed and accepted:

LENDER:

MEP CAPITAL HOLDINGS III, L.P.,
a Delaware limited partnership

By: _____
Name: Andrew Kotliar
Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

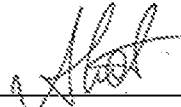
GEAR PATROL, LLC,
a New York limited liability company

By: _____
Name:
Title:

Agreed and accepted:

LENDER:

MEP CAPITAL HOLDINGS III, L.P.,
a Delaware limited partnership

By:  _____
Name: Andrew Kotliar
Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

TRADEMARKS

Mark	Owner of Mark	Registration No.	Registration Date
GEAR PATROL	Gear Patrol, LLC	6565052	11/23/2021
GEAR PATROL	Gear Patrol, LLC	4113789	3/20/2012

TRADEMARK APPLICATIONS

Mark	Owner of Mark	Serial No.	Filing Date
GEAR PATROL	Gear Patrol, LLC	97104708	11/2/2021
FOR LIFE'S PURSUITS	Gear Patrol, LLC	97104748	9/27/2022
GP	Gear Patrol, LLC	97104723	11/2/2021
THE DEFINITIVE BUYING GUIDE	Gear Patrol, LLC	97104739	11/2/2021
PRODUCT JOURNALISM	Gear Patrol, LLC	97104733	11/2/2021

PATENTS

None.

Exhibit 1 - 2

COPYRIGHTS

None.

Exhibit 1 - 3

75615440v2

RECORDED: 12/27/2022

**TRADEMARK
REEL: 007930 FRAME: 0633**