

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSTOR SOLUTIONS, INC.		03/06/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DUKE ROYALTY LIMITED, as Collateral Agent		
Street Address:	West Wing Trafalgar Court, Admiral Park		
Internal Address:	4th Floor		
City:	St. Peter Port		
State/Country:	GUERNSEY		
Postal Code:	GY1 2JA		
Entity Type:	Private Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5359129	INSTOR	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M308991 515764-3		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	03/07/2023		
Total Attachments: 3			
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OP \$40.00 5359129

TRADEMARKS SECURITY AGREEMENT

March 6, 2023

WHEREAS, INSTOR SOLUTIONS, INC., a California corporation (the “Grantor”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Trademarks Security Agreement entered into (i) that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantor, as borrower, the other Guarantors from time to time party thereto, and DUKE ROYALTY LIMITED as a lender and collateral agent (the “Lender” and “Collateral Agent”) and (ii) that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used herein but not defined shall have the same meanings herein as in the Loan Agreement or the Security Agreement, as applicable), in which the Grantor has granted certain interests in favor of Collateral Agent; and


WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Collateral Agent to execute this Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that Applicable Law prohibits the creation of a security interest or would otherwise result in the loss of rights from the creation of such security interest or from the assignment of such rights upon an Event of Default, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Loan Agreement). Notwithstanding the foregoing, in the event of any conflict between this Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed this Trademarks Security Agreement as of the date set forth above.

INSTOR SOLUTIONS, INC.,
a California corporation

By: 
Name: Jack M. Vonich
Title: Chief Executive Officer

Address for Notice:
Instor Solutions, Inc.
44053 S. Grimmer Boulevard
Fremont, CA 94538
Attn: Jack Vonich
Email: jack@instor.com

with copy to:

McKenna Brink Signorotti LLP
1350 Treat Blvd. Ste. 105
Walnut Creek, CA 94597
Attn: Ericka L. McKenna
Email: ericka@mckennabrink.com

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007995 FRAME: 0842

SCHEDULE OF
REGISTERED TRADEMARKS

Owner	Trademark	Application No / Application Date	Registration No / Registration Date
Instor Solutions, Inc.	INSTOR (United States Registration)	87443245 / May 9, 2017	5359129 / December 19, 2017