

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acres Technology		04/07/2023	Corporation: NEVADA
Acres Manufacturing Company		04/07/2023	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4432059	ACRES 4.0	
Registration Number:	4552845		
Registration Number:	4564058	KAI	
Serial Number:	97274293	FOUNDATION	
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:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1959622 TM		
NAME OF SUBMITTER:	Jordana S. Dreyfuss		
SIGNATURE:	/Jordana S. Dreyfuss/		
DATE SIGNED:	04/17/2023		

OP \$115.00 4432059

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2023 (this “Agreement”), among Acres Technology and Acres Manufacturing Company (each a “Grantor”, and collectively, the “Grantors”) and Alter Domus (US) LLC, as Collateral Agent (the “Collateral Agent”).

Reference is made to that certain Convertible Note, dated as of April 7, 2023 (the “Convertible Note”), among Acres Technology (the “Maker”), Acres Manufacturing Company, each of the Holders and Alter Domus (US) LLC, as Collateral Agent. The Holders have agreed to purchase Convertible Notes subject to the terms and conditions set forth in the Convertible Note. Pursuant to the Convertible Note, each Grantor has granted to the Collateral Agent, for the benefit of the Holders, a lien on and security interest in, all of its right, title and interest in, to and under certain intellectual property, including the Trademarks (as defined below). Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Convertible Note.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the obligations of the Maker under the Convertible Note, each Grantor, pursuant to the Convertible Note, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Holders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or hereafter acquired by such Grantor or in which such Grantor now has or hereafter in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks or the goodwill thereof.

Notwithstanding the foregoing, no applications for registration of Trademarks filed in the United States Patent and Trademark Office on an intent-to-use basis will be included in the Trademark Collateral until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to such Trademark, to the extent that the grant of a security interest in any such Trademark application would adversely affect the validity or enforceability or result in cancelation or voiding of such Trademark application.

SECTION 3. Convertible Note. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Convertible Note. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Convertible Note, the terms and provisions of which are

hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Convertible Note, the terms of the Convertible Note shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page intentionally left blank]

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

ACRES TECHNOLOGY

By: 
Name: John Acres
Title: Chief Executive Officer

[Trademark Security Agreement]

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

ACRES MANUFACTURING COMPANY

By: John Acres
Name: John Acres
Title: President

[Trademark Security Agreement]

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ALTER DOMUS (US) LLC, as Collateral Agent,

by: 

Name: Winnalynn Kantaris
Title: Authorized Signatory

Schedule I

Trademarks

Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date
Acres Technology	ACRES 4.0	85884313	2013-03-22	4432059	2013-11-12
Acres Technology	Eye Design	85884239	2013-03-22	4552845	2014-06-17
Acres Technology	KAI	86132097	2013-11-30	4564058	2014-07-08
Acres Manufacturing Company	FOUNDATION	97274293	2022-02-18	--	--

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RECORDED: 04/17/2023