

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806144

| | | | |
|---|------------------------------|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HOVEROUND CORPORATION | | 04/20/2023 | Corporation: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Midcap Funding IV Trust | | |
| Street Address: | 7255 Woodmont Ave | | |
| Internal Address: | Suite 300 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Statutory Trust: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2714979 | THE SCOOTER STORE | |
| Serial Number: | 97515961 | MPV6 | |
| Registration Number: | 5933909 | LX5 | |
| Registration Number: | 2710502 | THE SCOOTER STORE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6152446804 | | |
| <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: | 615-850-8904 | | |
| Email: | sarah.wills@hklaw.com | | |
| Correspondent Name: | Scott Kunde | | |
| Address Line 1: | c/o Holland & Knight LLP | | |
| Address Line 2: | 511 Union Street, Suite 2700 | | |
| Address Line 4: | Nashville, TENNESSEE 37219 | | |
| ATTORNEY DOCKET NUMBER: | 824400.64400 | | |
| NAME OF SUBMITTER: | Scott Kunde | | |
| SIGNATURE: | /Scott Kunde/ | | |
| DATE SIGNED: | 04/26/2023 | | |

OP \$115.00 2714979

Total Attachments: 7

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AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Amendment”) is entered into and made effective as of the 20th day of April, 2023, by and between **HOVEROUND CORPORATION**, a Florida corporation (the “Grantor”), **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, as successor-by-assignment to MidCap Financial Trust, as agent (in such capacity, “Agent”), for itself and the other financial institutions or other entities from time to time parties to the Credit Agreement referenced below (collectively, “Lenders”).

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of February 28, 2011, by and among Grantor and Healthcare Products Industries, Inc. (collectively, “Borrowers”), Agent and Lenders (as amended by that certain Amendment No. 1 to Credit and Security Agreement dated as of October 1, 2012, as amended by that certain Amendment No. 2 to Credit and Security Agreement and Limited Waiver dated as of April 1, 2013, as amended by that certain Amendment No. 3 to Credit and Security Agreement and Limited Waiver dated as of February 20, 2014, as amended by that certain Amendment No. 4 to Credit and Security Agreement dated as of February 28, 2018, as amended by that certain Amendment No. 5 to Credit and Security Agreement dated as of May 30, 2018, as amended by that certain Amendment No. 6 to Credit and Security Agreement dated as of September 28, 2018, as amended by that certain Amendment No. 7 to Credit and Security Agreement dated as of January 30, 2019, as amended by that certain Amendment No. 8 to Credit and Security Agreement dated as of January 28, 2021, as amended by that certain Amendment No. 9 to Credit and Security Agreement, Limited Waiver and Limited Consent dated as of January 31, 2023, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, the parties have previously entered into that certain Intellectual Property Security Agreement, dated as of February 28, 2011 (the “IP Security Agreement”), wherein the Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in and to all of Grantor’s right, title and interest in the Intellectual Property Collateral (as defined in the IP Security Agreement); and

WHEREAS, the parties wish to amend the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement and the IP Security Agreement, as applicable.

2. Amendment.

(a) Exhibit A of the IP Security Agreement is hereby amended to add the Copyrights included on the attached Schedule A.

(b) Exhibit B of the IP Security Agreement is hereby amended to add the Patents included on the attached Schedule B.

(c) Exhibit C of the IP Security Agreement is hereby amended to add the Trademarks included on the attached Schedule C.

3. No Further Modification. Except as amended and modified by this Amendment, all terms and conditions of the IP Security Agreement shall remain in full force and effect.

4. Entire Agreement. The IP Security Agreement as amended by this Amendment, constitutes the entire agreement of the parties on the subject matter hereof, and may not be amended except by written instrument signed by all parties.

5. Conflict. In the event of any conflict between the provisions of this Amendment and the provisions of the IP Security Agreement, the provisions of this Amendment shall control.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy, and all of which, when taken together, shall be deemed to be one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties have caused this Amendment to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
6015 31st St. E., Ste 201
Bradenton, FL 34203-5317

[]
Attn: []

HOVEROUND CORPORATION,
a Florida corporation

By: 
Name: Lauri Summerville
Title: President/CFO

AGENT:

Address of Agent:

c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 300
Bethesda, Maryland 20814

MIDCAP FUNDING IV TRUST,

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: _____
Name: Maurice Amsellem
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Amendment to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
6015 31st St. E., Ste 201
Bradenton, FL 64203-5317

GRANTOR:

HOVEROUND CORPORATION,
a Florida corporation

By: _____
Name: Lauri Summerville
Title: President/CFO

Address of Agent:

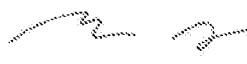
c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 300
Bethesda, Maryland 20814

AGENT:

MIDCAP FUNDING IV TRUST,

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  _____
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule A

Copyrights

| Company | Description | Copyright No. | Date |
|-----------------------|---------------------------------|----------------------|-------------|
| Hoveround Corporation | HoverBill Software Application | TXu001747493 | 2011 |
| Hoveround Corporation | HoverCRM Software Application | TXu001747494 | 2011 |
| Hoveround Corporation | HoverField Software Application | TXu001747492 | 2011 |
| Hoveround Corporation | Freedom Brochure I | Txu0005746765 | 2001 |
| Hoveround Corporation | Freedom Brochure II | Txu0005745622 | 2001 |
| Hoveround Corporation | Freedom Brochure III | Txu0005746764 | 2001 |
| Hoveround Corporation | Freedom Brochure IV | Txu0005746766 | 2001 |

Schedule B

Patents

| Company | Description | Patent No. | Issue Date |
|-----------------------|--------------------------------|-------------------|-------------------|
| Hoveround Corporation | Personal Stair Lift | 9,016,437-B2 | April 8, 2015 |
| Hoveround Corporation | Personal Mobility Vehicle Lift | 8,235,644-B2 | August 7, 2012 |
| Hoveround Corporation | Personal Mobility Vehicle | D632229-S | February 8, 2011 |
| Hoveround Corporation | Personal Mobility Vehicle Lift | D619324-S | July 6, 2010 |
| Hoveround Corporation | Personal Mobility Vehicle | D590304-S | April 14, 2009 |

Schedule C

Trademarks

| Company | Description | Serial No. / Registration No. | Registration Date / Application Date |
|-----------------------|--------------------|--|--|
| Hoveround Corporation | The Scooter Store | U.S. Serial No.: 76170753 U.S. Registration Number: 2714979 | May 13, 2003 |
| Hoveround Corporation | MPV6 | U.S. Serial No.: 97515961 | Pending Application Filed: July 22, 2022 |
| Hoveround Corporation | LX5 | U.S. Serial No.: 88278896 U.S. Registration Number: 5933909 | December 10, 2019 |
| Hoveround Corporation | The Scooter Store | U.S. Serial No.: 76170751 U.S. Registration Number: 2710502 | April 29, 2003 |