

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM809049

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
A6 IPCO, LLC		05/04/2023	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merchant Financial Corporation		
<b>Street Address:</b>	1441 Broadway, 22nd floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87026377	ARCTIX	
<b>Serial Number:</b>	87034925	ARCTIX	
<b>Serial Number:</b>	87903480	ARCTIX	
<b>Serial Number:</b>	88605131	ARCTIX	
<b>Serial Number:</b>	97136582	ARCTIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5166636681		
<b>Email:</b>	smcgrath@rmfpc.com		
<b>Correspondent Name:</b>	Ruskin Moscou Faltischek PC		
<b>Address Line 1:</b>	1425 RXR Plaza		
<b>Address Line 2:</b>	Sandra McGrath		
<b>Address Line 4:</b>	Uniondale, NEW YORK 11556		
<b>NAME OF SUBMITTER:</b>	Sandra L. McGrath		
<b>SIGNATURE:</b>	/Sandra L. McGrath/		
<b>DATE SIGNED:</b>	05/09/2023		
<b>Total Attachments: 4</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into effective as of May 4, 2023 (the "Company IP Security Agreement") by and between **A6 IPCO, LLC**, a New York limited liability company, with a place of business at 119 Birch Hill Road, Locust Valley, NY 11560 (the "IPCO") and **MERCHANT FINANCIAL CORPORATION**, a corporation organized and existing under the laws of the State of Connecticut, having its principal place of business at 1441 Broadway, 22<sup>nd</sup> Floor, New York, NY 10018 (the "Lender").

### RECITALS

This Company IP Security Agreement is a supplement to that certain Amended and Restated Security Agreement, dated October 28, 2022, by and between Lender (the "Security Agreement"), IPCO, Alpha 6 Holdings, LLC, a New York limited liability company ("Holdings"), and Alpha 6 Distributions, LLC, a New York limited liability company ("Distributions").

Distributions was the original Borrower under the Security Agreement who granted Lender a security interest in the trademarks set forth in **Exhibit 1** (which included trademarks registered after the execution and delivery of the Security Agreement), and executed and delivered to Lender a Corporate IP Security Agreement dated July 13, 2017 with respect the Arctix trademarks which were registered in the United States Patent and Trademark Office ("USPTO") in 2017 (the "Distributions Corporate IP Security Agreement").

Distributions assigned the trademarks set forth in **Exhibit 1** to its affiliate IPCO which was recorded in the United States Patent and Trademark Office on May 4, 2023.

IPCO has joined into the Security Agreement as a Borrower and Debtor (as those terms are defined in the Security Agreement), and has agreed to execute and deliver this Company IP Security Agreement in connection therewith.

This Company IP Security Agreement is intended to be a continuation of Lender's security interest in the trademark set forth in Exhibit 1 under the Distributions Corporate IP Security Agreement and additional the trademarks set forth in **Exhibit 1** under this Company IP Security Agreement.

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Company IP Security Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control. The term "Borrower" in this Company IP Security Agreement shall refer to IPCO.

This Company IP Security Agreement is executed for the purpose of filing a short form security agreement in the USPTO and/or the US Copyright Office, which sets forth the

Borrower's pledge of its intellectual property as security for the liabilities Borrower owes the Lender as set forth in the Security Agreement and all other related loan documents.

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the 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.

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

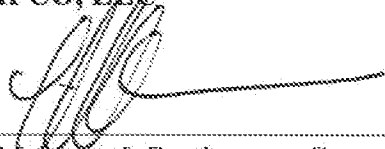
All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Security Agreement are restated and incorporated herein by reference.

*[Rest of page intentionally blank. Signatures are on the next page.]*

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

THE BORROWER

A6 IPCO, LLC

By:   
Matthew J. Bruderman, General Manager

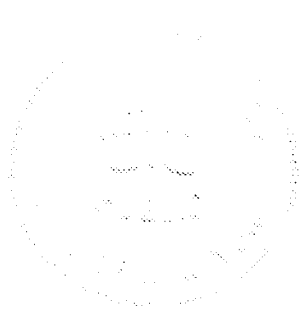
THE LENDER

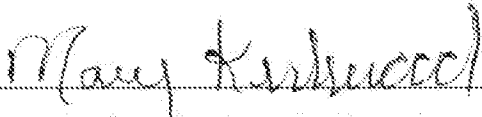
MERCHANT FINANCIAL CORPORATION

DocuSigned by:  
By: Scott Adler  
CC73614739A643F  
Scott Adler, Senior Executive Vice President  
National Regional Manager

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF Nassau )

On the 8<sup>th</sup> day of May in the year 2023, before me, the undersigned, a notary public in and for said State, personally appeared Matthew J. Bruderman, the General Manager of A6 IPCO, LLC., a New York limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



  
(Signature and office of individual taking acknowledgment)

MARY E. KIRKWOOD  
NOTARY PUBLIC, State of New York  
NO. 01KJ6432113  
Qualified in Nassau County  
Commission Expires April 25, 2026

**Exhibit 1****List of Patents, Trademarks, and Copyrights****Trademarks**

<u>Mark</u>	<u>Serial Number</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
ARCTIX	87026377	5113821	May 5, 2016	January 3, 2017
[Logo] ARCTIX	87034925	5114068	May 12, 2016	January 3, 2017
ARCTIX	87903480	5921791	May 2, 2018	November 26, 2019
ARCTIX	88605131	6428985	September 15, 2019	July 20, 2021
ARCTIX	97136582		November 22, 2021	