

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRYDGE TECHNOLOGIES LLC		05/19/2021	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	CLARET EUROPEAN SPECIALTY LENDING COMPANY III, S.A R.L		
Street Address:	412 F ROUTE D'ESCH		
City:	LUXEMBOURG		
State/Country:	LUXEMBOURG		
Postal Code:	2086		
Entity Type:	SOCIÉTÉ À RESPONSABILITÉ LIMITÉE: LUXEMBOURG		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4579686	GRAVITAS	
Registration Number:	4747634	LIFE AFTER DEVICE	
Registration Number:	4202285	CLIQUE	
Registration Number:	3897188	HENGE DOCKS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	257701.000002		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	05/15/2023		
Total Attachments: 14			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of the Closing Date by and between CLARET EUROPEAN SPECIALTY LENDING COMPANY III, S.A R.L., its successors and assigns (“Lender”) and BRYDGE TECHNOLOGIES LLC, a Utah limited liability company (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Financing and Security Agreement by and between Lender and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor 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. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. 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.

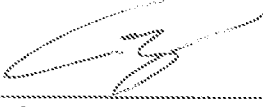
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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 have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BRYDGE TECHNOLOGIES LLC

By: 
Toby Mander-Jones
Manager

LENDER:

CLARET EUROPEAN SPECIALTY LENDING
COMPANY III, S.A R.L.

By: _____
Dragos Cioaca
Manager

By: _____
Riccardo Zorzetto
Manager

[Signature Page to Intellectual Security Agreement]

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


GRANTOR:

BRYDGE TECHNOLOGIES LLC

By: _____
Toby Mander-Jones
Manager

LENDER:

CLARET EUROPEAN SPECIALTY LENDING
COMPANY III, S.A R.L.

By: _____  _____
Dragos Cioaca
Manager

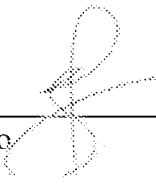
By: _____  _____
Riccardo Zorzetto
Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None Identified		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method for Logically Positioning Multiple Display Screens	10,157,032	(12/18/2018)
Ejection Mechanism for Docked Electronic Device	10,209,740	(02/19/2019)
Alignment Sleeve for Docking Station	10,365,688	(07/30/2019)
Method and Apparatus for Isolating an Electronic Device from External Data Signals	10,452,849	(10/22/2019)
Motorized Horizontal Docking Station Having Integrated Locking Mechanism	10,459,486	(10/29/2019)
Selectable Audio Device for Docking Station	10,725,500	(07/28/2020)
Docking Station for Portable Electronics with Voids for Connector Pass-Through and Integral Connector Fastener	8,105,108	(01/31/2012)
Docking Station for an Electronic Device with Improved Electrical Interface	8,419,479	(04/16/2013)
Docking Station for an Electronic Device with Improved Electrical Interface	8,512,079	(08/20/2013)
Docking Station for an Electronic Device with Improved Electrical Interface	8,512,080	(08/20/2013)
Docking Station for an Electronic Device with Improved Electrical Interface	8,585,443	(11/19/2013)
Docking Station for an Electronic Device Having Improved Connector Interface	8,821,193	(09/02/2014)
Docking Station for an Electronic Device with Improved Electrical Interface	8,882,545	(11/11/2014)

Docking Station for an Electronic Device Having Improved Connector Interface	8,951,067	(02/10/2015)
High Density Docking Station	9,170,610	(10/27/2015)
Docking Station for Portable Electronics	9,285,831	(03/15/2016)
Motorized Horizontal Docking Station Having Integrated Locking Mechanism	9,309,698	(04/12/2016)
Motorized Horizontal Docking Station Having Integrated Locking Mechanism	9,347,245	(05/24/2016)
Precision Docking Station for An Electronic Device Having Integrated Retention Mechanism	9,575,510	(02/21/2017)
Motorized Horizontal Docking Station Having Integrated Locking Mechanism	9,593,510	(03/14/2017)
Apparatus for Holding an Electronic Device	9,608,366	(03/28/2017)
Alignment and Drive System for Motorized Horizontal Docking Station	9,650,814	(05/16/2017)
Motorized Horizontal Docking Station Having Integrated Locking Mechanism	9,663,977	(05/30/2017)
Mounting System for An Electronic Device	9,722,352	(08/01/2017)
Motorized Horizontal Docking Station Having Integrated Locking Mechanism	9,725,930	(08/08/2017)
Drivetrain for a Motorized Docking Station	9,727,084	(08/08/2017)
Housing for an Electronic Device	9,728,892	(08/08/2017)
Secure Assembly for a Docking Station	9,811,118	(11/07/2017)
Headphones Having Distributed Mass Power Source	9,872,106	(01/16/2018)

Sensor System for Docking Station	9,927,838	(03/27/2018)
Retention System for an Electronic Device	9,967,988	(05/08/2018)
Protected Security Sensor for Docking Station	9,996,111	(06/12/2018)
Docking Station for Portable Electronics with Voids for Connector Pass-Through	D,660,298	(05/22/2012)
Docking Station for Portable Electronics with Voids for Connector Pass-Through	D,660,299	(05/22/2012)
Docking Station for Portable Electronics with Voids for Connector Pass-Through	D,660,300	(05/22/2012)
Docking Station for Portable Electronics with Voids for Connector Pass-Through	D,660,301	(05/22/2012)
Docking Station for Portable Electronics with Voids for Connector Pass-Through	D,660,302	(05/22/2012)
Docking Station for Portable Electronics with Voids for Connector Pass-Through	D,660,303	(05/22/2012)
Docking Station for Portable Electronics with Voids for Connector Pass-Through	D,660,304	(05/22/2012)
Docking Station for Portable Electronics with Voids for Connector Pass-Through	D,669,476	(10/23/2012)
Tray for Keyboard and Trackpad	D,688,675	(08/27/2013)
Half-Length Keyboard	D,786,250	(05/09/2017)
Selectable Audio Device for Docking Station	16/936,140	(07/22/2020)
Keyboard	29/770,777	(2/16/2021)
Tablet Keyboard System	63/173,252	(4/9/2021)
BrydgeAir Keyboard Design	002767715-0001	(9/7/2015)

	(EU: Registered Community Design)	
Keyboard with trackpad design	005778560- 0001	(9/10/2018)
	(EU: Registered Community Design)	
Keyboard with trackpad design	201830562962. 5	(11/21/2019)
	(CN: Registered Design)	
Keyboard design	No. 008421002 in Locarno Class 14.02	(2/3/2021)
	(EU)	
Keyboard design	No. 6116846 in Locarno Class 14.02	(2/3/2021)
	(UK)	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GRAVITAS	4,579,686	(08/05/2014)
LIFE AFTER DEVICE	4,747,634	(06/02/2015)
CLIQUE	4,202,285	(09/04/2012)
HENGE DOCKS	3,897,188	(12/28/2010)
BO RUI JI in Chinese Characters	25007678 (CN)	06/27/2017
BO RUI JI in Chinese Characters	304185081 (HK)	06/26/2017
BRYDGE	1729488 (AU)	10/21/2015
BRYDGE	TMA1025121 (CA)	06/12/2019
BRYDGE	18056174 (CN)	11/21/2016
BRYDGE	14555825 (EU)	09/11/2015
BRYDGE	6104366 (JP)	12/07/2018

BRYDGE	1041592	04/22/2016
	(NZ)	
BRYDGE	40201519164U	11/03/2015
	(SG)	
BRYDGE (Stylized)	304103874	04/10/2017
	(HK)	
BRYDGE (Stylized) (Black & White)	1729490	10/21/2015
	(AU)	
BRYDGE (Stylized) (Black & White)	TMA1025209	06/12/2019
	(CA)	
BRYDGE (Stylized) (Black & White)	18067640	11/21/2016
	(CN)	
BRYDGE (Stylized) (Black & White)	1041593	04/22/2016
	(NZ)	
BRYDGE (Stylized) (Color)	14555833	09/11/2015
	(EU)	
BRYDGE (Stylized) (Color)	304009743	01/03/2017
	(HK)	
BRYDGE (Stylized) (Color)	6104367	12/07/2018
	(JP)	
BRYDGE (Stylized) (Color)	40201519165Y	11/03/2015
	(SG)	
GO. DO MORE	18056173	11/21/2016
	(CN)	

GO. DO MORE.	1729489	10/21/2015
	(AU)	
GO. DO MORE.	14555817	09/11/2015
	(EU)	
G-TYPE	1458542	02/21/2019
	(AU)	
G-TYPE	1947540	02/21/2019
	(CA)	
G-TYPE	1458542	02/21/2019
	(CN)	
G-TYPE	1458542	02/21/2019
	(EU)	
G-TYPE	1458542	02/21/2019
	(Madrid System)	

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None Identified		