

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UDISENSE INC.		06/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank		
Street Address:	501 North Broadway		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	Bank: MISSOURI		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6804746	SMART SHEETS	
Registration Number:	6004319	BREATHING BAND	
Registration Number:	6060671	BREATHING WEAR	
Registration Number:	6311627	NANIT BREATHING WEAR	
Registration Number:	5387807	THE BABY MONITOR THAT THINKS	
Registration Number:	5303264	NANIT INSIGHTS	
Registration Number:	5078935	NANIT	
Registration Number:	5459471	SEE MORE, MONITOR LESS.	
Serial Number:	97041988	NANIT	
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:	9198382231		
Email:	lcompton@smithlaw.com		
Correspondent Name:	Linnell V. Compton		
Address Line 1:	P.O. Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
ATTORNEY DOCKET NUMBER:	016101.00064		

CH \$240.00 6804746

NAME OF SUBMITTER:	Linnell V Compton
SIGNATURE:	/lvc/
DATE SIGNED:	06/01/2023
Total Attachments: 7 source=Stifel Bank - Nanit - IPSA (Executed)(11231851.3)#page1.tif source=Stifel Bank - Nanit - IPSA (Executed)(11231851.3)#page2.tif source=Stifel Bank - Nanit - IPSA (Executed)(11231851.3)#page3.tif source=Stifel Bank - Nanit - IPSA (Executed)(11231851.3)#page4.tif source=Stifel Bank - Nanit - IPSA (Executed)(11231851.3)#page5.tif source=Stifel Bank - Nanit - IPSA (Executed)(11231851.3)#page6.tif source=Stifel Bank - Nanit - IPSA (Executed)(11231851.3)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2023, by and between STIFEL BANK (“**Bank**”) and UDISENSE INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 1, 2023 (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof. Notwithstanding the foregoing, the term “Intellectual Property” shall not include “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use or amendment to allege use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” trademarks would be contrary to applicable law.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

Address of Grantor:

244 5th Avenue, 2nd Floor #2702
New York, New York 10001
Attn: Mark Frackt

UDISENSE INC

By:



Name:

Mark Frackt

Title:

CFO

BANK:

Address of Bank:

787 Seventh Avenue, 12th Floor
New York, New York 10019
Attn: Nat Stone

STIFEL BANK

By:

Name:

Title:

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.

Address of Grantor:

244 5th Avenue, 2nd Floor #2702
New York, New York 10001
Attn: Mark Frackt

GRANTOR:

UDISENSE INC.

By: _____

Name: _____

Title: _____

Address of Bank:

787 Seventh Avenue, 12th Floor
New York, New York 10019
Attn: Nat Stone

BANK:

STIFEL BANK

By: _____

Name:  James C. Binz

Title: Executive Vice President

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

No.	Description	Patent No.	Issue Date
1.	Monitoring camera and mount	11,297,284	04/05/2022
2.	Bedsheet	D937,007	11/30/2021
3.	Respiration monitor	10,874,332	12/29/2020
4.	Respiration monitor	11,622,703	04/11/2023
5.	Swaddle band	D900428	11/03/2020
6.	Swaddle Band with Decorative Pattern	D900429	11/03/2020
7.	Swaddle blanket	D900430	11/03/2020
8.	Swaddle Blanket with Decorative Pattern	D900431	11/03/2020
9.	Monitoring Camera and Mount	10,708,550	07/07/2020
10.	Wall mount for a monitoring camera	D855684	08/06/2019
11.	Wall-assisted floor-mount for a monitoring camera	D854074	07/16/2019
12.	Systems and methods for configuring baby monitor cameras to provide uniform data sets for analysis and to provide an advantageous view point of babies	10,165,230	12/25/2018
13.	Systems and methods for configuring baby monitor cameras to provide uniform data sets for analysis and to provide an advantageous view point of babies	10,645,349	05/05/2020
14.	Monitoring Camera	D803289	11/21/2017
15.	Portable mount for a monitoring camera	D798365	09/26/2017
16.	Wall-assisted floor-mount for a monitoring camera	D798366	09/26/2017
17.	Freestanding floor mount for a monitoring camera	D788207	05/30/2017
18.	Systems and methods for configuring baby monitor cameras to provide uniform data sets for analysis and to provide an advantageous view point of babies	9,530,080	12/27/2016

EXHIBIT C

Trademarks

No.	Mark	Registration No./ Application No.	Registration Date/Filing Date
1.	SMART SHEETS	6804746	07/26/2022
2.	BREATHING BAND	6004319	03/03/2020
3.	BREATHING WEAR	6060671	05/19/2020
4.	NANIT BREATHING WEAR	6311627	04/06/2021
5.	THE BABY MONITOR THAT THINKS	5387807	01/23/2018
6.	NANIT INSIGHTS	5303264	10/03/2017
7.	NANIT	5078935	11/08/2016
8.	SEE MORE, MONITOR LESS.	5459471	05/01/2018
9.	NANIT	97041988	09/23/2021