

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820763

<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>
GEAR PATROL, LLC		06/20/2023	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEP CAPITAL HOLDINGS III, L.P.		
<b>Street Address:</b>	244 Madison Avenue		
<b>Internal Address:</b>	#1214		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6565052	GEAR PATROL	
<b>Registration Number:</b>	4113789	GEAR PATROL	
<b>Serial Number:</b>	78890720		
<b>Serial Number:</b>	78853996	DPREVIEW	
<b>Serial Number:</b>	97104708	GEAR PATROL	
<b>Serial Number:</b>	97104748	FOR LIFE'S PURSUITS	
<b>Serial Number:</b>	97104723	GP	
<b>Serial Number:</b>	97104739	THE DEFINITIVE BUYING GUIDE	
<b>Serial Number:</b>	97104733	PRODUCT JOURNALISM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2162413707		
<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>	2162412838		
<b>Email:</b>	tmTaftdocket@taftlaw.com, awilcox@taftlaw.com, cnemecek@taftlaw.com		
<b>Correspondent Name:</b>	Amanda H. Wilcox		
<b>Address Line 1:</b>	200 Public Square, Suite 3500		

CH \$240.00 6565052

<b>Address Line 4:</b>	Cleveland, OHIO 44114
<b>ATTORNEY DOCKET NUMBER:</b>	105945-00003
<b>NAME OF SUBMITTER:</b>	Amanda H. Wilcox
<b>SIGNATURE:</b>	/Amanda H. Wilcox/
<b>DATE SIGNED:</b>	06/29/2023
<b>Total Attachments: 8</b> source=MEP Capital - Gear Patrol - AR Intellectual Property Security Agreement (Executed)2#page1.tif source=MEP Capital - Gear Patrol - AR Intellectual Property Security Agreement (Executed)2#page2.tif source=MEP Capital - Gear Patrol - AR Intellectual Property Security Agreement (Executed)2#page3.tif source=MEP Capital - Gear Patrol - AR Intellectual Property Security Agreement (Executed)2#page4.tif source=MEP Capital - Gear Patrol - AR Intellectual Property Security Agreement (Executed)2#page5.tif source=MEP Capital - Gear Patrol - AR Intellectual Property Security Agreement (Executed)2#page6.tif source=MEP Capital - Gear Patrol - AR Intellectual Property Security Agreement (Executed)2#page7.tif source=MEP Capital - Gear Patrol - AR Intellectual Property Security Agreement (Executed)2#page8.tif	

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, is entered into as of June 20, 2023 (this “Agreement”), by and between **GEAR PATROL, LLC**, a New York limited liability company with a place of business at 276 5<sup>th</sup> Avenue, Suite 704-3126, New York, New York 10001 (“Borrower”), and **MEP CAPITAL HOLDINGS III, L.P.**, a Delaware limited partnership with a place of business at 244 Madison Avenue, #1214, New York, NY 10003 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, Borrower and Lender have previously entered into that certain Intellectual Property Security Agreement dated as of December 27, 2022 (the “Existing Intellectual Property Security Agreement”);

WHEREAS, Lender has extended Loans to Borrower pursuant to the terms and conditions of that certain Senior Secured Loan Agreement, dated as of December 27, 2022, by and between Borrower and Lender (as amended, restated, amended and restated, or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement);

WHEREAS, Borrower has requested that the Existing Intellectual Property Security Agreement be amended and restated to effect certain amendments as set forth herein and that Lender has agreed to such amendment and restatement, subject to the terms and conditions set forth herein;

WHEREAS, it is the intent of the parties hereto that this Agreement amend and restate in its entirety the Existing Intellectual Property Security Agreement, and this Agreement does not and shall not constitute a novation of the obligations and liabilities of the parties under the Existing Intellectual Property Security Agreement;

WHEREAS, under the terms of the Loan Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower’s trademarks, tradenames, patents, copyrights and other intellectual property; and

WHEREAS, this Agreement is executed for the purpose of pledging Borrower’s intellectual property as security for the Borrower’s Obligations owed to Lender under the Loan Agreement and the other Loan Documents.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth on **Exhibit 1** attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source codes associated with such intellectual property, all goodwill of the business of 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 (collectively, the “IP Collateral”).

2. Recordation. Borrower 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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms, or provisions of this Agreement and the Loan Agreement, the definitions, terms, or provisions of the Loan Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall be deemed 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 format (i.e., “pdf” or “tif”) shall be effective as if delivered as a manually executed counterpart of this Agreement.

5. 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.

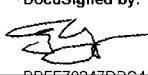
6. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the 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 hereto have caused this Agreement to be duly executed as of the day and year first above written.

**BORROWER:**

**GEAR PATROL, LLC,**  
a New York corporation

By:  \_\_\_\_\_  
Name: Eric Yang  
Title: Chief Executive Officer

Agreed and accepted:

**LENDER:**

**MEP CAPITAL HOLDINGS III, L.P.,**  
a Delaware limited partnership

By: \_\_\_\_\_  
Name: Andrew Kotliar  
Title: Managing Member

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

**BORROWER:**

**GEAR PATROL, LLC,**  
a New York corporation

By: \_\_\_\_\_

Name:

Title:

Agreed and accepted:

**LENDER:**

**MEP CAPITAL HOLDINGS III, L.P.,**  
a Delaware limited partnership

By:  \_\_\_\_\_

Name: Andrew Kotliar

Title: Managing Member

**EXHIBIT 1**

List of Patents, Trademarks, and Copyrights

**TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Owner of Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
GEAR PATROL	United States	Gear Patrol, LLC	6565052	11/23/2021
GEAR PATROL	United States	Gear Patrol, LLC	4113789	3/20/2012
DESIGN (DPReview Split Circles)	Australia	Gear Patrol, LLC	1204566	5/26/2008
DPREVIEW	Australia	Gear Patrol, LLC	1176953	2/18/2008
DESIGN (DPReview Split Circles)	Canada	Gear Patrol, LLC	1372997	1/12/2011
DPREVIEW.COM	Canada	Gear Patrol, LLC	1365612	10/8/2008
DESIGN (DPReview Split Circles)	China	Gear Patrol, LLC	6326239	3/28/2010
DESIGN (DPReview Split Circles)	China	Gear Patrol, LLC	6326216	1/21/2011
DESIGN (DPReview Split Circles)	China	Gear Patrol, LLC	6326218	3/7/2010
DESIGN (DPReview Split Circles)	China	Gear Patrol, LLC	6326213	1/21/2011
DESIGN (DPReview Split Circles)	China	Gear Patrol, LLC	6326215	3/28/2010
DESIGN (DPReview Split Circles)	China	Gear Patrol, LLC	6326214	6/28/2010
DPREVIEW	China	Gear Patrol, LLC	6070468	3/7/2010
DPREVIEW	China	Gear Patrol, LLC	6070469	5/14/2010
DPREVIEW	China	Gear Patrol, LLC	6070464	1/21/2011
DPREVIEW	China	Gear Patrol, LLC	6070465	1/21/2010
DPREVIEW	China	Gear Patrol, LLC	6070470	5/14/2010
DPREVIEW	China	Gear Patrol, LLC	6070466	3/28/2010
DPREVIEW	China	Gear Patrol, LLC	6070467	5/14/2010
DESIGN (DPReview Split Circles)	European Union	Gear Patrol, LLC	6368815	9/25/2008

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DPREVIEW	European Union	Gear Patrol, LLC	5915756	11/23/2009
DESIGN (DPReview Split Circles)	India	Gear Patrol, LLC	1611996	3/29/2012
DPREVIEW	India	Gear Patrol, LLC	1559921	5/13/2016
DPREVIEW (Katakana)	Japan	Gear Patrol, LLC	2008-31499	11/21/2008
DESIGN (DPReview Split Circles)	Japan	Gear Patrol, LLC	2007-106390	6/6/2008
DPREVIEW	Japan	Gear Patrol, LLC	2007-80638	6/6/2008
DESIGN (DPReview Split Circles)	Korea, Republic of (KR)	Gear Patrol, LLC	45-2007-4666	9/29/2008
DPREVIEW	Korea, Republic of (KR)	Gear Patrol, LLC	45-2007-2837	10/14/2008
DESIGN (DPReview Split Circles)	New Zealand	Gear Patrol, LLC	777789	10/16/2007
DESIGN (DPReview Split Circles)	Singapore	Gear Patrol, LLC	40201714429Y	1/18/2018
DPREVIEW	Singapore	Gear Patrol, LLC	40201714432U	1/25/2018
DESIGN (DPReview Split Circles)	United Kingdom	Gear Patrol, LLC	UK00906368815	9/25/2008
DPREVIEW	United Kingdom	Gear Patrol, LLC	UK00905915756	11/23/2009
DESIGN (DPReview Split Circles in Square) in Color	United States of America	Gear Patrol, LLC	78/890720	6/12/2007
DPREVIEW	United States of America	Gear Patrol, LLC	78/853996	6/12/2007

### TRADEMARK APPLICATIONS

Mark	Owner of Mark	Serial No.	Filing Date
GEAR PATROL	Gear Patrol, LLC	97104708	11/2/2021
FOR LIFE'S PURSUITS	Gear Patrol, LLC	97104748	9/27/2022
GP	Gear Patrol, LLC	97104723	11/2/2021
THE DEFINITIVE BUYING GUIDE	Gear Patrol, LLC	97104739	11/2/2021
PRODUCT JOURNALISM	Gear Patrol, LLC	97104733	11/2/2021

Exhibit 1 - 2



## PATENTS

Title	Filing Date	Application Number	Issue Date	Patent Number	Country
SYSTEMS AND METHODS FOR LENS CHARACTERIZATION (DpReview Lens Review Widget #4)	1/30/2015	14/610,754	11/22/2015	US 9,143,698	United States
SYSTEMS AND METHODS FOR LENS CHARACTERIZATION (DpReview Lens Review Widget #2)	6/4/2012	13/487,827	1/14/2014	US 8,629,909	United States

**COPYRIGHTS**

None.

Exhibit 1 - 4

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**RECORDED: 06/29/2023**

**TRADEMARK  
REEL: 008117 FRAME: 0397**