

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zero-Gravity Corporation		05/08/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Bess Ventures and Advisory, LLC		
Street Address:	1928 Sunset Harbour Drive		
City:	D101 Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4636884	ZERO G	
Registration Number:	3104908	ZERO-G EXPERIENCE	
Registration Number:	3101786	G-FORCE ONE	
Registration Number:	3600514	THE WEIGHTLESS EXPERIENCE	
Registration Number:	3495586	G	
Registration Number:	6906784	G	
Registration Number:	2149884	ZERO-G	
Registration Number:	3129445	LIKE NOTHING ON EARTH	
Registration Number:	6585161	WEIGHTLESS WEDDINGS	
Registration Number:	6680721		
Serial Number:	97095705	ZERO-G	
Serial Number:	90711998	QUESTION GRAVITY	
Serial Number:	97004525	THE ASTRONAUT EXPERIENCE	
CORRESPONDENCE DATA			
Fax Number:	2136291033		
<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:	213.488.7100		
Email:	james.swanson@pillsburylaw.com		

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Correspondent Name: Michael S. Horikawa
Address Line 1: 725 S. Figueroa Street, 36th Floor
Address Line 2: Pillsbury Winthrop Shaw Pittman LLP
Address Line 4: Los Angeles, CALIFORNIA 90017-5524

NAME OF SUBMITTER: James Swanson

SIGNATURE: /James Swanson/

DATE SIGNED: 07/20/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of May 8, 2023 is made by and between Zero-Gravity Corporation, a State of Maryland corporation (the "**Grantor**") in favor of Bess Ventures and Advisory, LLC, a State of Delaware limited liability company (the "**Secured Party**").

WHEREAS, the Grantor has entered into (i) a promissory note dated on or about the date hereof in the amount of Seven Million Dollars (\$7,000,000) ("**Note**") in favor of the Secured Party; and (ii) an Aircraft Mortgage and Security Agreement dated on or about the date hereof with the Secured Party (the "**Security Agreement**") regarding one (1) BOEING model 727-227 (shown on the IR as BOEING model 727-200) airframe with manufacturer's serial number: 21243, and U.S. registration number N794AJ ("**Aircraft**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, and applications, and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) such certificates granted or as may be granted during the term of the Security Agreement by the United States Federal Aviation Administration related to the use, operation, maintenance or modification of the Aircraft, including without limitation supplemental type certificates applicable to the Aircraft ("**FAA Certificates**");

(e) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, and the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Power of Attorney. Grantor shall execute the Power of Attorney attached hereto as Schedule 4 granting Secured Party power of attorney to endorse FAA Certificates to transfer the same from Borrower to Secured Party.

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

5. Execution in Counterparts. This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

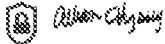
6. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Security 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 IP Security 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, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ZERO-GRAVITY CORPORATION

DocuSigned by:

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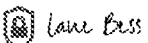
By: _____

Name: Allison Odyssey
Title: Chief Executive Officer
Address for Notices:

505 Odyssey Way, #410
Exploration Park
Florida 32953

AGREED TO AND ACCEPTED:

Bess Ventures and Advisory, LLC

DocuSigned by:

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By: _____

Name: Lane Bess
Title: Manager
Address for Notices:

1928 Sunset Harbour Drive
D101 Miami Beach
Florida 33139

SCHEDULES**SCHEDULE 1****PATENTS****Patents**

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]
System for converting jet aircraft to parabolic flight operation	US	5,971,319	Oct-26-1999 (Expired)	Zero-Gravity Corporation
System for converting jet aircraft to parabolic flight operation	CA	2,285,805	Oct-26-1999 (Expired)	Zero-Gravity Corporation

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]
Method for Reducing Motion Sickness During Parabolic Flight	US	11/533,746 / 2008/0078875	Sep-20-2006 (Abandoned)	Zero-Gravity Corporation

SCHEDULE 2
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date / Renewal Date	[Record Owner]
ZERO G	US	4,636,884	Nov-11-2014 / Nov-11-2024	Zero-Gravity Corporation
ZERO-G EXPERIENCE		3,104,908	Jun-13-2006 / Jun-13-2026	Zero-Gravity Corporation
G-FORCE ONE	US	3,101,786	Jun-06-2006 / Jun-06-2026	Zero-Gravity Corporation
G-FORCE ONE	AU	1547312	Mar-20-2013 / Mar-20-2033	Zero-Gravity Corporation
THE WEIGHTLESS EXPERIENCE	US	3,600,514	Mar-31-2009 / Mar-31-2029	Zero-Gravity Corporation
G (Design)	AU	1547309	Mar-20-2013 / Mar-20-2033	Zero-Gravity Corporation
G (Design)	US	3,495,586	Sep-02-2008 / Sep-02-2028	Zero-Gravity Corporation
G (Design)	US	6,906,784	Nov-22-2022 / Nov-22-2032	Zero-Gravity Corporation
ZERO-G	US	2,149,884	Apr-07-1998 / Apr-07-2028	Zero-Gravity Corporation
LIKE NOTHING ON EARTH	US	3,129,445	Aug-15-2006 / Aug-15-2026	Zero-Gravity Corporation
LIKE NOTHING ON EARTH	US	1547306	Mar-20-2013 / Mar-20-2023	Zero-Gravity Corporation
WEIGHTLESS WEDDINGS	US	6,585,161	Dec-07-2021 / Dec-07-2031	Zero-Gravity Corporation
Weightless Weddings Heart Design	US	6,680,721	Mar-22-2022 / Mar-22-2032	Zero-Gravity Corporation

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]
ZERO-G (shirts and hats)	US	Use-based	97/095,705	Oct-27-2021	Zero-Gravity Corporation
QUESTION GRAVITY	US	Use-based	90/711,998	May-14-2021	Zero-Gravity Corporation
THE ASTRONAUT EXPERIENCE	US	Use-based	97/004,525	Aug-31-2021	Zero-Gravity Corporation

SCHEDULE 3
COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date