

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829164

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP		07/21/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GRIPLOCK SYSTEMS, LLC		
<b>Street Address:</b>	1029 Cindy Lane		
<b>City:</b>	Carpinteria		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93013		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77337251	WHERE IT STOPS IT LOCKS	
<b>Serial Number:</b>	77977788	CABLE FAST	
<b>Serial Number:</b>	77977781	CABLEFAST	
<b>Serial Number:</b>	77337249	GRIP LOCK SYSTEMS	
<b>Serial Number:</b>	77977741	GRIP LOCK SYSTEMS	
<b>Serial Number:</b>	78169018	GRIPLOCK	
<b>Serial Number:</b>	78244976	THE ART OF SUSPENSION	
<b>Serial Number:</b>	86770328	RINCON	
<b>Serial Number:</b>	86770793	SOLIMAR	
<b>Serial Number:</b>	86904812	GRIPLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>	6124926819		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Evan P. Everist, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		

OP \$265.00 77337251

**Address Line 2:** Suite 1500  
**Address Line 4:** Minneapolis, MINNESOTA 55402-1498

**NAME OF SUBMITTER:** Evan Everist

**SIGNATURE:** /Evan Everist/

**DATE SIGNED:** 08/02/2023

**Total Attachments: 10**

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## RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made as of this 21<sup>st</sup> day of July, 2023, by SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP, a Delaware limited partnership (the "Secured Party") in favor of GRIPLOCK SYSTEMS, LLC, a Delaware limited liability company, f/k/a GPL ACQUISITION COMPANY, LLC ("Grantor").

WHEREAS, Grantor and the Secured Party have entered into that certain Note Purchase Agreement dated as of July 29, 2016 (together with any amendments, modifications or supplements thereto, the "Purchase Agreement");

WHEREAS, in accordance with the terms of the Purchase Agreement, Grantor and the Secured Party entered into that certain Intellectual Property Security Agreement dated as of July 29, 2016 (the "Security Agreement") which Security Agreement was recorded at the United States Patent and Trademark Office at Reel 5857/Frame 0108 on August 17, 2016 and Reel 039463/Frame 0309 on August 17, 2016;

WHEREAS, in accordance with the terms of the Security Agreement, Grantor pledged and granted to Secured Party, a security interest in and to all of the right, title and interest of Grantor in, to and under the Intellectual Property (as defined below); and

WHEREAS, Grantor has requested that Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Party may have in the Intellectual Property pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Defined Terms from Purchase Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.

2. Intellectual Property. As used herein, the term "Intellectual Property" shall mean any and all of Grantor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property:

- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this

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subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents"; and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks"; provided, however, that the Trademarks shall not include any intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law and, after such period, such interest in such trademark or service mark application shall be subject to a security interest in favor of the Agent and shall be included in the Trademarks; and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Grantor and any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Grantor's rights thereunder are referred to collectively as the "Licenses"; and

(iv) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in

clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"; and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "*Trade Secrets*").

3. Release of Security Interest in the Intellectual Property. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby unconditionally and expressly releases, terminates, discharges and extinguishes, without any reservation, and reassigns to Grantor any and all right, title and interest in, to and under the Intellectual Property, including any and all security interests, liens, pledges, charges and other encumbrances of any kind thereon.

4. Further Assurances. Secured Party hereby agrees to execute, acknowledge and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Intellectual Property.

5. Miscellaneous. This Release (a) shall be governed by and shall be construed and enforced in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule, (b) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated, except in writing signed by each party, (c) shall be binding upon the Secured Party's legal representatives, successors and assigns, and (d) may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or "pdf") shall be enforceable as originals.

\* \* \* \*

IN WITNESS WHEREOF, Secured Party has duly executed and delivered this Release as of the date first above written.

SPELL CAPITAL MEZZANINE PARTNERS  
SBIC, LP

By: SCMP Management I, LLC  
Its: General Partner

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

Name: Mark McDonald

Title: Senior Managing Director

EXHIBIT A

PATENTS

Title	Patent Number	Application Number	Status	Country
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	8,403,519	12/626283	Issued	United States
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly		PCT/US10/54343	Closed	World Intellectual Property Organization
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly		2,794,038	Published	Canada
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	102741942	201080062127.6	Issued	China
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	European Patent Office
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	Germany
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	France
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	Italy
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	Netherlands
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	Spain
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	2504845	10833746.0	Issued	United Kingdom
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly		13103913.3	Pending	Hong Kong
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly		5513/DELNP/2012	Published	India
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	I474344	99139233	Issued	Taiwan, Province of China
Conductive Cable System for Suspending a Low Voltage Luminaire Assembly	8,807,780	13/850160	Issued	United States

Suspension System for an Electrical Apparatus		62/260107	Pending	United States
Dual-Conductor Suspension System for an Electrical Apparatus		14/995038	Pending	United States
Dual-Conductor Suspension System for an Electrical Apparatus		PCT/US16/13297	Pending	World Intellectual Property Organization



**EXHIBIT B**  
**TRADEMARKS**

**A. TRADEMARKS**

Title	Application Number	Filing Date	Status	Country
WHERE IT STOPS IT LOCKS	77337251	11/26/2007	Issued	United States
CABLE FAST (Design)	77977788	11/26/2007	Closed	United States
CABLEFAST	77977781	11/26/2007	Closed	United States
GRIP LOCK SYSTEMS (Design)	77337249	11/26/2007	Issued	United States
GRIP LOCK SYSTEMS (Design)	77977741	11/26/2007	Issued	United States
GRIPLOCK SYSTEMS (Design)	15252011	8/29/2014	Published	China
GRIPLOCK	78169018	9/29/2002	Issued	United States
GRIPLOCK	7585302	1/28/2012	Issued	China
GRIPLOCK	7585292	1/28/2012	Issued	China
GRIPLOCK (Word)	15252012	8/29/2014	Pending	China
THE ART OF SUSPENSION	78244976	5/2/2003	Issued	United States
RINCON	86770328	9/28/2015	Published	United States
RINCON	1774602	3/29/2016	Pending	Canada
RINCON	15282701	3/29/2016	Published	European Union Trademark and Designs Office
RINCON	105016963	3/28/2016	Pending	Taiwan, Province of China
SOLIMAR	86770793	9/28/2015	Allowed	United States
SOLIMAR	1774599	3/29/2016	Pending	Canada
SOLIMAR	15282651	3/29/2016	Published	European Union Trademark and Designs Office
SOLIMAR	105016964	3/28/2016	Pending	Taiwan, Province of China
GRIPLOCK	86904812	2/11/2016	Pending	United States
GRIPLOCK	1774594	3/29/2016	Pending	Canada
GRIPLOCK	15282734	3/29/2016	Pending	European Union Trademark and Designs Office
GRIPLOCK	105016965	3/28/2016	Pending	Taiwan, Province of China

*2. Pending Registrations*

Listed above.

*3. Other Trademarks*

None.

EXHIBIT C  
LICENSE AGREEMENTS

None.

EXHIBIT D  
COPYRIGHTS

None.

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