

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DRAPER JAMES, LLC		08/22/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	LAGO INNOVATION FUND II, LLC
Street Address:	3575 Piedmont Rd., Bldg. 15, Suite 730
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6108106	
Registration Number:	6108108	D J
Registration Number:	5627448	DJ
Registration Number:	5140892	DRAPER JAMES
Registration Number:	5013251	DRAPER JAMES
Serial Number:	90902172	DJ DRAPER JAMES
Serial Number:	90902182	DRAPER JAMES RSVP
Serial Number:	90978149	DRAPER JAMES RSVP

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

TRADEMARK

REEL: 008175 FRAME: 0687

900795205

OP \$215.00 6108106

ATTORNEY DOCKET NUMBER:	2098717 TM
NAME OF SUBMITTER:	Yvette Stohler
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	08/23/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is executed and delivered as of August 22, 2023, by DRAPER JAMES, LLC, a Delaware limited liability company (the “*Loan Party*”), to LAGO INNOVATION FUND II, LLC, a Delaware limited liability company, as collateral agent for certain Lenders (the “*Agent*”).

WITNESSETH:

WHEREAS, contemporaneously herewith, Agent and the Lenders are providing certain extensions of credit, loans and other financial accommodations (the “*Financial Accommodations*”) to the Loan Party evidenced by, among other documents, (i) that certain Loan and Security Agreement, dated as of the date hereof, by and among the Loan Party, the lenders party thereto (the “*Lenders*”) and Agent, as such Loan and Security Agreement may be amended or restated from time to time (collectively, the “*Loan Agreement*”), and (ii) any other Loan Documents;

WHEREAS, pursuant to the Loan Agreement, the Loan Party granted to Agent a security interest and lien in and to all of Loan Party’s assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever;

WHEREAS, Agent and the Lenders are willing to provide the Financial Accommodations to the Loan Party, provided, among other things, Loan Party execute and deliver this Agreement to Agent.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Loan Party and Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Party covenants unto and agrees with Agent as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof (including the remedies provided for therein) are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Schedules, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement. Loan Party does hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, Loan Party hereby grants and conveys to Agent, a first priority security interest and lien in and to all of Loan Party’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule “A”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the “*Trademarks*”);

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Schedule “B”, (ii) renewals, reissues, divisions, continuations, extensions and continuations-

in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "*Patents*");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Schedule "C", (ii) renewals thereof, (iii) all income, royalties, damages 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, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "*Copyrights*");

D. license agreements for Trademarks, Patents and Copyrights, whether Loan Party is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule "D" and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively, the "*Licenses*"); and

E. the goodwill of such Loan Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses;

provided, Intellectual Property Collateral will not include Excluded Collateral.

3. **Purpose**. This Agreement is made for collateral purposes only.

4. **Notice**. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.


5. **Governing Law**. This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Loan Party's duly authorized officer has executed this Agreement as of the date first set forth above.

LOAN PARTIES:

DRAPER JAMES, LLC,
a Delaware limited liability company

By  _____
Name: Sarah Foley
Title: CFO

ACCEPTANCE

The undersigned accepts the foregoing collateral assignment of Intellectual Property.

LAGO INNOVATION FUND II, LLC, as Agent

By: _____
Name: Tim Gottfried
Title: Managing Member

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Loan Party's duly authorized officer has executed this Agreement as of the date first set forth above.

LOAN PARTIES:

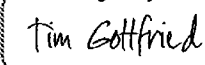
DRAPER JAMES, LLC,
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By _____
Name: Sarah Foley
Title: CFO

ACCEPTANCE

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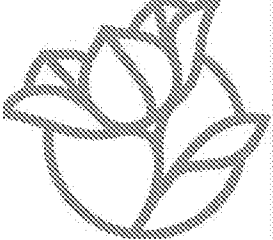

LAGO INNOVATION FUND II, LLC, as Agent

DocuSigned by:

By: _____
Name: Tim Gottfried
Title: Managing Member

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

Loan Party	Trademark Description	Country	Status	Application No.	Registration No.	Registration Date
Draper James, LLC		USPTO	Registered		6,108,106	07/21/2020
Draper James, LLC		USPTO	Registered	88/978133	6,108,108	07/21/2020
Draper James, LLC	DJ (Stylized)	USPTO	Registered	87/898120	5627448	04/27/2018
Draper James, LLC	DRAPER JAMES	USPTO	Registered	87/086934	5140892	02/14/2017
Draper James, LLC	DRAPER JAMES	USPTO	Registered	86/032973	5013251	08/02/2016
Draper James, LLC	DJ DRAPER JAMES	USPTO	Allowed	90/902172		
Draper James, LLC	DRAPER JAMES RSVP	USPTO	Published	90/902182		
Draper James, LLC	DRAPER JAMES RSVP	USPTO	Allowed	90/978149		

SCHEDULE B

PATENTS AND PATENT REGISTRATIONS

None.

SCHEDULE C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

SCHEDULE D

LICENSES

None.