

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM850904

<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>
LINXUP, LLC		11/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RUNWAY GROWTH FINANCE CORP.		
<b>Street Address:</b>	205 N Michigan Ave, Suite 4200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88090333	LINXUP	
<b>Serial Number:</b>	87886229	MOTOSAFETY	
<b>Serial Number:</b>	87886221	MOTOSAFETY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	dunterschutz@thompsoncoburn.com		
<b>Correspondent Name:</b>	Danielle Unterschutz		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Danielle Unterschutz		
<b>SIGNATURE:</b>	/Danielle Unterschutz/		
<b>DATE SIGNED:</b>	11/03/2023		
<b>Total Attachments: 6</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 3, 2023, between **LINXUP, LLC**, a Delaware limited liability company (“**Grantor**”), and **RUNWAY GROWTH FINANCE CORP.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

Recitals

A. Grantor, Agilis Holdings, LLC, a Delaware limited liability company, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for Lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. At all time until the Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist) shall have been indefeasibly repaid in full in cash and the Loan Documents have been terminated, Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains ownership of subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

6. Upon Grantor's request, once the Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist) have been repaid in full in cash and the Loan Documents have been terminated, Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the security interest in the Intellectual Property of Grantor under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (BORROWER)]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

424 S. Woods Mill Rd.  
Chesterfield, Missouri 63017  
Attention: Sherri Schultz, Chief Financial Officer

GRANTOR:

**LINXUP, LLC,**  
a Delaware limited liability company

DocuSigned by:  
By Sherri Schultz  
Name: Sherri Schultz  
Title: Chief Financial Officer  
89CE85E48ED44D5

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Attention: Legal Reporting  
Email: [legalreporting@runwaygrowth.com](mailto:legalreporting@runwaygrowth.com)

AGENT:

**RUNWAY GROWTH FINANCE CORP.,**  
a Delaware limited liability company

DocuSigned by:  
By Thomas Raterman  
Name: Thomas Raterman  
Title: Chief Financial Officer  
7A677C39C87245A

EXHIBIT A  
COPYRIGHTS

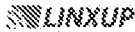
None.

EXHIBIT B

PATENTS

None.

EXHIBIT C  
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
	LINUXUP	88090333	April 30, 2018
Linxup, LLC	 LINXUP		
Linxup, LLC	MOTOSAFETY	87886229	December 11, 2018
Linxup, LLC	MOTOSAFETY	87886221	December 11, 2018