# OP \$40.00 7106790

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM858494 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Entouch Controls, Inc.		06/06/2016	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	A Texas Banking Association: TEXAS		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	7106790	ENTOUCH

## **CORRESPONDENCE DATA**

**Fax Number:** 7349302494

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:** 2489251921

Email: trademarks@bodmanlaw.com

Correspondent Name: Jennifer M. Hetu

**Address Line 1:** 201 South Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	8659-1
NAME OF SUBMITTER:	Jennifer M. Hetu
SIGNATURE:	/jmh/
DATE SIGNED:	12/05/2023

## **Total Attachments: 3**

source=Entouch Controls - Updated Intellectual Property Agreement - 12.4.2023#page1.tif source=Entouch Controls - Updated Intellectual Property Agreement - 12.4.2023#page2.tif source=Entouch Controls - Updated Intellectual Property Agreement - 12.4.2023#page3.tif

TRADEMARK REEL: 008278 FRAME: 0696

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 6, 2016 by and between COMERICA BANK ("Bank") and EnTouch Controls, Inc., a Delaware corporation ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 29, 2012 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.
- B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

661 N. Plano Road, Suite 323
Richardson, TX 75081

Attn: LINDA DRES

Title: CEO

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

# EXHIBIT C

# Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ENTOUCH	97/444124	June 6, 2022	7,106,790	July 11, 2023

TRADEMARK REEL: 008278 FRAME: 0699

**RECORDED: 12/05/2023**