

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROXIMA HOLDINGS, LLC		12/15/2023	Limited Liability Company: DELAWARE
Gondola Skate Moving Systems, LLC		12/15/2023	Limited Liability Company: CALIFORNIA
Gondola Train, LLC		12/15/2023	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	HCAP PARTNERS V, L.P.		
Street Address:	3636 Nobel Drive, Suite 401		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2695902	LINK 4	
Registration Number:	5830968	GONDOLA SKATE	
Serial Number:	97002474	GONDOLA TRAIN	
Serial Number:	98273526	GFME GLOBAL FIXTURE MOBILIZATION EXPERTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2212131 TM		
NAME OF SUBMITTER:	Yvette Stohler		

OP \$115.00 2695902

SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	12/18/2023
Total Attachments: 7 source=HCAP - Gondola Skate - IP Security Agreement#page1.tif source=HCAP - Gondola Skate - IP Security Agreement#page2.tif source=HCAP - Gondola Skate - IP Security Agreement#page3.tif source=HCAP - Gondola Skate - IP Security Agreement#page4.tif source=HCAP - Gondola Skate - IP Security Agreement#page5.tif source=HCAP - Gondola Skate - IP Security Agreement#page6.tif source=HCAP - Gondola Skate - IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 15, 2023 by and among HCAP PARTNERS V, L.P. (“**Lender**”), PROXIMA HOLDINGS, LLC, a Delaware limited liability company (“**Borrower**”), Gondola Skate Moving Systems, LLC, a California limited liability company (“**Skate**”) and Gondola Train, LLC, a Wisconsin limited liability company (“**Train**”, and collectively with Skate and Borrower, “**Grantor**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor, dated as of December 15, 2023 (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). The Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender 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, which includes Borrower's Copyrights, Trademarks and Patents.

C. Train and Skate will derive a material benefit from Lender's issuance of the Loans to Borrower and the consummation of the transactions contemplated by the Loan Agreement, and because Borrower does not directly own any Copyrights, Trademarks or Patents, each of Train and Skate have agreed to grant to Lender a security interest in their respective Intellectual Property to secure the obligations of Borrower under the Loan Agreement

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 Borrower's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Borrower's obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, but excluding any intent-to-use Trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender, as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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, of any or all other rights, powers or remedies.

Grantor hereby authorizes Lender to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Lender's name or in the name of Lender as Lender and attorney-in-fact for Grantor. Lender shall provide Grantor notice of any such filing as soon as is practicable following such filing.

Section 9 (Governing Law; Venue) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

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

GRANTOR:

Proxima Holdings, LLC,
a Delaware limited liability company

DocuSigned by:

By: 3F99ABBD86C145D...
Name: Frank Cozza
Title: Chief Executive Officer

Address: 9941 Prospect Avenue
Santee, CA 92071
Attention: Frank Cozza, CEO
E: frank@gondolaskate.com

Gondola Skate Moving Systems, LLC,
a California limited liability company

DocuSigned by:

By: 3F99ABBD86C145D...
Name: Frank Cozza
Title: Chief Executive Officer

Address: 9941 Prospect Avenue
Santee, CA 92071
Attention: Frank Cozza, CEO
E: frank@gondolaskate.com

Gondola Train, LLC,
a Wisconsin limited liability company

DocuSigned by:

By: 3F99ABBD86C145D...
Name: Frank Cozza
Title: Chief Executive Officer

Address: 9941 Prospect Avenue
Santee, CA 92071
Attention: Frank Cozza, CEO
E: frank@gondolaskate.com

LENDER:

HCAP PARTNERS IV, L.P.
a Delaware limited partnership

By: HFMC IV, LLC
Its: General Partner

By: _____
Name: Tim Bubnack
Title: Managing Partner

Address:
HCAP PARTNERS IV, L.P.
3636 Nobel Drive, Suite 401
San Diego, CA 92122
Attention: Chris Fallone
E: chris@hcap.com

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

GRANTOR:

Proxima Holdings, LLC,
a Delaware limited liability company

By: _____
Name: Frank Cozza
Title: Chief Executive Officer

Address: 9941 Prospect Avenue
Santee, CA 92071
Attention: Frank Cozza, CEO
E: frank@gondolaskate.com

Gondola Skate Moving Systems, LLC,
a California limited liability company

By: _____
Name: Frank Cozza
Title: Chief Executive Officer

Address: 9941 Prospect Avenue
Santee, CA 92071
Attention: Frank Cozza, CEO
E: frank@gondolaskate.com

Gondola Train, LLC,
a Wisconsin limited liability company

By: _____
Name: Frank Cozza
Title: Chief Executive Officer

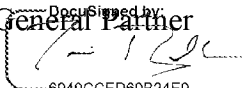
Address: 9941 Prospect Avenue
Santee, CA 92071
Attention: Frank Cozza, CEO
E: frank@gondolaskate.com

LENDER:

HCAP PARTNERS IV, L.P.
a Delaware limited partnership

By: HFMC IV, LLC

Its: General Partner


By: _____
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Name: Tim Bubnack
Title: Managing Partner

Address:
HCAP PARTNERS IV, L.P.
3636 Nobel Drive, Suite 401
San Diego, CA 92122
Attention: Chris Fallone
E: chris@hcap.com

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Registered Patents:

Assignee	Title	Patent #	Issue Date
Donald A. Walsh, Inc., a Wisconsin corporation (and predecessor-in-interest of Gondola Train, LLC) (“ Walsh Inc. ”)	System and Method for Moving Shelving	8,845,263	9/30/2014
Walsh Inc.	System and Method for Moving Shelving	9,701,524	7/11/2017
Walsh Inc.	Systems and Methods for Lifting and Transporting a Shelving System	10,059,574	8/28/2018
Walsh Inc.	Systems and Methods for Lifting and Transporting a Shelving System	10,343,880	7/9/2019
Gondola Skate Moving Systems, Inc., a California corporation (and predecessor-in-interest of Gondola Skate Moving Systems, LLC, a California limited liability company) (“ Skate Inc. ”)	Lifting System for Display Cases	8,967,592	3/3/2015
Skate Inc.	Automatically Locking Lifting System for Display Cases	9,045,153	6/2/2015
Skate Inc.	Lifting System for Display Cases	8,794,899	8/5/2014
Skate Inc.	Apparatus for Lifting Pallet Racks	8,672,296	3/18/2014
Skate Inc.	Modular Gondola Moving Systems and Methods	11,364,944	6/21/2022
Skate Inc.	Modular Gondola Moving Systems and Methods	11,760,398	9/19/2023

EXHIBIT C

Trademarks

Registered Trademarks:

Registrant	Mark	Registration No.	Jurisdiction(s)	Registration Date
Walsh Inc.	LINK 4	2,695,902	United States	March 11, 2003
Walsh Inc.	Gondola Train	1,663,606	European Union; Mexico	January 6, 2022 (EU) October 23, 2023 (MX)
Skate Inc.	Gondola Skate	5,830,968	United States	August 13, 2019
Skate Inc.	Gondola Skate	017896134	European Union	August 31, 2018
Skate Inc.	Gondola Skate	UK00003309518	United Kingdom	August 3, 2018
Skate Inc.	Gondola Skate	UK00917896134	United Kingdom	August 31, 2018

Trademark Applications:

Registrant	Mark	Registration No. / Designation	Jurisdiction(s)
Walsh Inc.	Gondola Train	97/002,474	United States
Walsh Inc.	Gondola Train	1,663,606	Australia, Japan, Canada
Walsh Inc.	PRM	97/015,341	United States
Walsh Inc.	Gondola Train	2023-063114	Japan
Skate Inc.	GFME Global Fixture Mobilization Experts	98/273,526	United States