

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM866534

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900824774		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HelloTech, Inc.		12/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Customers Bank		
Street Address:	40 General Warren Blvd, Suite 200		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5064950	HELLOTECH	
Registration Number:	5867993	HELLOTECH	
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:	919-838-2048		
Email:	anliles@smithlaw.com		
Correspondent Name:	Allison Liles		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	19349.85		
NAME OF SUBMITTER:	Allison Liles		
SIGNATURE:	/s/ Allison Liles		
DATE SIGNED:	01/08/2024		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 29, 2023, by and between CUSTOMERS BANK (“Bank”) and HELLOTECH, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank (as successor-in-interest to Signature Bank) and Grantor are parties to that certain Loan and Security Agreement dated as of August 25, 2020, as amended by that certain First Amendment to Loan and Security Agreement dated as of May 28, 2021, that certain Second Amendment to Loan and Security Agreement dated as of December 1, 2021, that certain Third Amendment to the Loan and Security Agreement dated as of May 5, 2022, that certain Fourth Amendment to Loan and Security Agreement dated as of January 11, 2023 and that certain Fifth Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Bank is willing to make and to continue to make Credit Extensions to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. 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 Grantor’s obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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 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, in the Loan Agreement or any of the other 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 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.

Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property that Grantor obtains after the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

The terms of Article 11 (Governing Law), Article 12 (Jurisdiction and Jury Trial Waiver), Section 13.2 (Indemnification), and Section 13.6 (Counterparts/Acceptance) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

900 Hilgard Ave.
Los Angeles, CA 90024
Attn: Greg Steiner, CEO
EMAIL: greg@hellotech.com

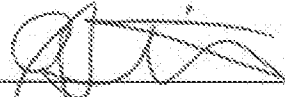
With a copy, which shall not constitute notice,
to:

Stubbs Alderton & Markiles, LLP
15260 Ventura Blvd. 20th Floor
Sherman Oaks, CA 91403
Attn: Scott Alderton
EMAIL: salderton@stubbsalderton.com

GRANTOR:

HELLOTECH, INC.

By:



Name:

Greg Steiner

Title:

CEO

Address of Bank:

Customers Bank
701 Reading Avenue
West Reading, PA 19611
Attn: Taylor Wanty
EMAIL: twanty@customersbank.com

BANK:

CUSTOMERS BANK

By:

Name:

Title:

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

900 Hilgard Ave.
Los Angeles, CA 90024
Attn: Greg Steiner, CEO
EMAIL: greg@hellotech.com

GRANTOR:

HELLOTECH, INC.

By: _____

With a copy, which shall not constitute notice,
to:

Name: _____

Title: _____

Stubbs Alderton & Markiles, LLP
15260 Ventura Blvd. 20th Floor
Sherman Oaks, CA 91403
Attn: Scott Alderton
EMAIL: salderton@stubbsalderton.com

Address of Bank:

Customers Bank
701 Reading Avenue
West Reading, PA 19611
Attn: Taylor Wanty
EMAIL: twanty@customersbank.com

BANK:

CUSTOMERS BANK

By: Taylor Wanty

Name: Taylor Wanty

Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Description	Registration No.	File Date
HELLOTECH	5064950	10/18/2016
HELLOTECH	5867993	9/24/2019