

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI88528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IKE Smart City, LLC		03/08/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Ares Agent Services, L.P., as Collateral Agent		
Street Address:	245 Park Avenue, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5865611	IKE	
Registration Number:	6496068	CONNECTING CITIES WITH PEOPLE	
Registration Number:	5797744	IKE	
Registration Number:	6123591	IKE SMART CITY	
Registration Number:	6123592	IKE SMART CITY	
Registration Number:	5797741	IKE	
Registration Number:	5797743	IKE	
Registration Number:	6178224	IKE SMART CITY	
Registration Number:	5604058	IKE	
Registration Number:	6422015		
Registration Number:	5797740	IKE	
Registration Number:	5797742	IKE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	(214)981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark		

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Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 063806-39200

NAME OF SUBMITTER: CHARNELLE CLARK

SIGNATURE: CHARNELLE CLARK

DATE SIGNED: 03/12/2024

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated March 8, 2024, is among the Person listed on the signature pages hereof (collectively, the “Grantor”) and Ares Agent Services, L.P., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, Orange Barrel Media, LLC, a Delaware limited liability company (“OBM”), IKE Smart City, LLC, a Delaware limited liability company (“IKE” and together with OBM, the “Borrowers” and each a “Borrower”) have entered into that certain Loan Agreement, dated as of March 4, 2024 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Loan Agreement”), with the lenders and financial institutions from time to time party thereto, the Administrative Agent and Collateral Agent. Capitalized terms defined in the Loan Agreement or in the Collateral Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Loan Agreement or the Collateral Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Collateral Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the Grantor has executed and delivered that certain Collateral Agreement, dated as of March 4, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors and the Collateral Agent.

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations, hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

a. all Patents, including, without limitation, the issued patents and patent applications set forth in Schedule A hereto;

b. all Trademarks, including, without limitation, the trademark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted

in “intent-to-use” Trademark applications filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 (the “Lanham Act”), prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act);

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and copyrights exclusively licensed to the Grantor set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

B. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantors now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving any Borrower.

C. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in

electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

F. Severability. Wherever possible each provision of this IP Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this IP Security Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this IP Security Agreement or the Collateral Agreement.

G. Governing Law, Entire Agreement, etc. This IP Security Agreement shall be construed in accordance with and governed by the laws of the State of New York. This IP Security Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter thereof and supersede any prior agreements, written or oral, with respect thereto.

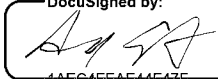
H. Counterparts. This IP Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

I. Agency. The provisions of Article VIII of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*, as if set forth herein. In addition, the Collateral Agent is in no way responsible for the recitals to this IP Security Agreement, and such recitals are made solely by the other parties thereto.

J. Concerning the Collateral Agent. Ares Agent Services, L.P. is entering into this Supplement solely in its capacity as Collateral Agent under the Loan Agreement, and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, indemnities and immunities set forth in the Loan Agreement as if such rights, privileges, indemnities and immunities were set forth herein.

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

IKE SMART CITY, LLC

By: 
Name: K. Alex Compston
Title: Chief Financial Officer

ARES AGENT SERVICES, L.P.,
as Collateral Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

IKE SMART CITY, LLC

By: _____
Name:
Title:

ARES AGENT SERVICES, L.P.,
as Collateral Agent

By: Ares Agent Services GP LLC,
its General Partner

By: 
Name: Thomas C. Griffin III
Title: Authorized Signatory


Schedule A
Patent Applications

Patent Title	Publication Number	Application Number	Publication Date	Inventor Name(s)	Assignment Date	Assignee	Patent Family ID
INTERACTIVE KIOSK AND PORTABLE ELECTRONIC DEVICE WITH COMMUNICATION ABILITIES, AND PUBLIC COMMUNICATION METHODS	20200349543	16/747929	Nov 5, 2020	GILBERT; SCANTLAND; WALKER, JR; CONZETT	Jan 15, 2020	IKE SMART CITY, LLC	73016198
INTERACTIVE KIOSK WITH DYNAMICALLY UPDATED TICKER	20230161534	17/919259	May 25, 2023	GILBERT; DUARTE; MAFFEY	N/A	N/A	78084906
INTERACTIVE KIOSK WITH EMERGENCY CALL MODULE	20230162591	17/919258	May 25, 2023	GILBERT; DUARTE; WALKER	N/A	N/A	78084901

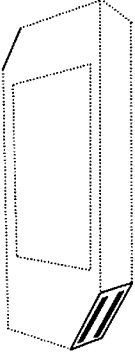
Collateral Agreement

Schedule B

Registered Trademarks

Trademark	Owner	Serial Number	Registration Number	Application Date	Registration Date
IKE	IKE Smart City, LLC	88060748	5865611	8/1/18	9/24/19
Connecting cities with people	IKE Smart City, LLC	88786984	6496068	2/6/20	9/28/21
IKE	IKE Smart City, LLC	88060771	5797744	8/1/18	7/9/19
IKE SMART CITY	IKE Smart City, LLC	88753082	6123591	1/9/20	8/11/20
IKE SMART CITY	IKE Smart City, LLC	88753214	6123592	1/9/20	8/11/20
IKE	IKE Smart City, LLC	88060757	5797741	8/1/18	7/9/19
IKE	IKE Smart City, LLC	88060767	5797743	8/1/18	7/9/19
IKE SMART CITY	IKE Smart City, LLC	88753053	6178224	1/9/20	10/20/20
Ike 	IKE Smart City, LLC	87088713	5604058	6/29/16	11/13/18

Collateral Agreement

	IKE Smart City, LLC	88953108	6422015	6/8/20	7/13/21
IKE	IKE Smart City, LLC	88060753	5797740	8/1/18	7/9/19
IKE	IKE Smart City, LLC	88060763	5797742	8/1/18	7/9/19

Collateral Agreement

Schedule C

Registered Copyrights

Copyright Title	Type of Work	Registration Number	Registration Date	Copyright Claimant	Publication Date
IKE Smart City Interactive Kiosks L	Motion Picture	PA0002386593	2022-11-11	IKE Smart City, LLC	2019-01-10
IKE Smart City Interactive Kiosks PCL	Motion Picture	PA0002386597	2022-11-11	IKE Smart City, LLC	2020-09-15
IKE Smart City Interactive Kiosks PCS	Motion Picture	PA0002386607	2022-11-11	IKE Smart City, LLC	2020-09-15
IKE Smart City Interactive Kiosks S	Motion Picture	PA0002386692	2022-11-11	IKE Smart City, LLC	2019-06-17
City of Atlanta RFP-S-120017 Submission, Volume 1	Text	TX0009205395	2022-12-02	IKE Smart City, LLC	2020-01-22
City of Cincinnati RFP687INFOKIOSKS Submission	Text	TX0009205399	2022-12-02	IKE Smart City, LLC	2019-03-11
Innovative Placemaking Email Marketing.	Text	TX0009217636	2022-12-01	IKE Smart City, LLC	2018-10-15
IKE Smart City Website.	Text	TX0009218441	2022-12-01	IKE Smart City, LLC, Transfer: by written agreement	2018-06-12
IKE Tri-Fold Print Collateral.	Text	TX0009249504	2023-02-06	IKE Smart City, LLC	2021-10-12

Collateral Agreement