

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI89271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Industrial Revolution, Inc.		02/01/2024	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Individual Name:	Keith Jackson		
Street Address:	516 SW 3rd Pl		
Internal Address:			
City:	Renton		
State/Country:	WASHINGTON		
Postal Code:	98057		
Entity Type:	INDIVIDUAL: WASHINGTON		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	98310353	SWITCH-LOK	
Registration Number:	6270921	UCO	
Registration Number:	5266773	X-ACT FIT	
Registration Number:	4840857	PEDCO	
Registration Number:	4989155	SOFTSHELL ICE CREAM BALL	
Registration Number:	4718332		
Registration Number:	4374957	ULTRAPOD	
Registration Number:	4374697	GRILLIPUT	
Registration Number:	4166672	UCO	
Registration Number:	3957943	CANDLELIER	
Registration Number:	3961241	ICE CREAM BALL	
Registration Number:	3309920	INTOVA	
Registration Number:	2837343	PICTURE YOURSELF	
Registration Number:	5781961	INDUSTRIAL REVOLUTION	
Registration Number:	5649640	INDUSTRIAL REVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2066826031		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 12066224900
Email: ustm.docketing@SeedIP.com,lisav@seedip.com
Correspondent Name: Syed M. Abedi
Address Line 1: Suite 5400
Address Line 2: 701 Fifth Avenue
Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	480412.001
NAME OF SUBMITTER:	LISA VAN ARSDEL
SIGNATURE:	LISA VAN ARSDEL
DATE SIGNED:	03/12/2024

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“IP Security Agreement”), dated as of 2/1/2024, is made by and between INDUSTRIAL REVOLUTION, INC. (“Grantor”) and KEITH JACKSON (“Secured Party”).

W I T N E S S E T H:

WHEREAS, Secured Party, a Washington resident, has agreed to advance to Grantor, a Washington corporation, up to Two Million and 00/100 Dollars (\$2,000,000.00) (“Loan”) pursuant to a promissory note dated January 29, 2024 (the “Note”), which Note is secured by a security agreement dated January 29, 2024 (the “Security Agreement”);

WHEREAS, the Note is to be further secured by this IP Security Agreement, by granting the Secured Party interest in the Collateral described below.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note and Security Agreement, as applicable.

Section 2A. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the secured obligations of the Grantor, as provided in the Note and Security Agreement, hereby mortgages and hypothecates to the Secured Party for the benefit of the Secured Party, and grants to the Secured Party a Lien on and security interest in, all of its right, title, and interest in, to, and under the following collateral of the Grantor (the “**Trademark Collateral**”):

- (a) all of its trademarks registered or applied for providing for the grant by or to such Grantor of any right under any trademark registered or applied for, including those referred to in Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all income, royalties, proceeds, and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present, and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 2B. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the secured obligations of the Grantor, as provided in the Note and Security Agreement, hereby mortgages and pledges to the Secured Party for the benefit of the Secured Party, and grants to the Secured Party a Lien on and security interest in, all of its right, title, and interest in, to, and under the following collateral of the Grantor (the “**Patent Collateral**”):

- (a) all of its patents registered or applied for in the United States and throughout the world, providing for the grant by or to such Grantor of any right under any patent registered or applied for in the United States or in any other country, including those referred to on Schedule 2 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing;
- (c) all income, royalties, proceeds, and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present, and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral, collectively referred to as “Collateral,” made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this IP Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Representations and Warranties regarding Intellectual Property. The Grantor represents and warrants to the Secured Party that:

- (a) Grantor does not own any patents, trademarks, copyrights, or mask works registered in, or the subject of pending applications in, the United States Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described on Schedules 1 and 2 hereto;
- (b) Grantor has the sole, full, and unencumbered right, title, and interest in and to the trademarks and patents shown on Schedules 1 and 2 and, to the extent registered or granted, such registrations and patents are valid and enforceable and in full force and effect; and
- (c) There is no claim by any third party that any patents, trademarks, copyrights or mask works are invalid and unenforceable or do or may violate the rights of any person.

Section 5. Covenants Regarding Intellectual Property. The Grantor hereby agrees:

- (a) Except to the extent that the Secured Party gives prior written consent:
- (i) The Grantor will not do any act or omit to do any act whereby any material patent registrations may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify the Secured Party immediately if it knows of any reason or has reason to know that any material patent registration may become abandoned or dedicated; and
 - (ii) The Grantor will not do any act or omit to do any act whereby any material copyrights or mask works may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify the Secured Party immediately if it knows of any reason or has any reason to know that any material copyright or mask work may become abandoned or dedicated to the public domain.
- (b) The Grantor will promptly (and in any event within 5 days) notify the Secured Party upon the filing, either by the Grantor or through any agent, employee, licensee or designee, of (i) an application for the registration of any patent or trademark, with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision therefor, or (ii) any assignment of any patent or trademark, which the Grantor may acquire from a third party, with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof. Upon the request of Secured Party, the Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest in such patent or trademark (and the goodwill and general intangibles of the Grantor relating thereto or represented thereby), and the Grantor authorizes the Secured Party to record this IP Security Agreement with the United States Patent and Trademark Office; and
- (c) The Grantor agrees that if it learns of any use by any person of any term or design likely to cause confusion with any trademark, the Grantor shall promptly notify the Secured Party of such use and of all steps taken and to be taken to remedy any infringement of any trademark.

Section 7. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and patents, identified in Schedules 1 and 2, subject to a security interest hereunder.

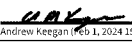
Section 8. Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an

original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth below.

“GRANTOR”

Industrial Revolution Inc.,
a Washington corporation

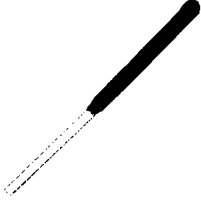
By: 
Andrew Keegan (Feb 1, 2024 15:38 PST)

Name: Andrew Keegan

Title: President

SCHEDULE I


**US Federal
Trademark Registrations**

Mark	Registration #	Registration Date
UCO	6270921	Feb. 16, 2021
X-ACT FIT	5266773	Aug. 15, 2017
PEDCO	4840857	Oct. 27, 2015
SOFTSHELL ICE CREAM	4989155	June 28, 2016
 <i>[Design for matches]</i>	4718332	April 7, 2015
ULTRAPOD	4374957	Aug. 28, 2012
GRILLIPUT	4374697	May 31, 2012
UCO	4166672	July 3, 2012
CANDELIER	3957943	May 10, 2011
ICE CREAM BALL	3961241	May 17, 2011
INTOVA	3309920	July 24, 2006
PICTURE YOURSELF	2837343	April 27, 2004
INDUSTRIAL REVOLUTION	5781961	June 18, 2019
INDUSTRIAL REVOLUTION	5649640	January 8, 2019

**US Federal
Trademark Applications**

Mark	Filing Date	Application #
SWITCH-LOK	Dec. 12, 2023	98310353

**State
Trademark Registrations**

Mark	State	Registration #	Registration Date
ULTRAPOD	WA	1081768	July 7, 2022
	WA	51818	June 4, 2007

**International
Trademark Registrations**

Mark	Designated Countries	Registration #	Registration Date
UCO	Germany, Belgium, Finland, Portugal, Bulgaria, Japan, Denmark, Lithuania, Luxembourg, Croatia, Latvia, France, Hungary, Sweden, Slovenia, Slovakia, UK, Ireland, Estonia, Malta, European Union, Greece, Italy, Spain, Austria, Cyprus, Czech Republic, Poland, Romania, Netherlands	1098943	Nov. 7, 2011
ULTRAPOD	Germany, Belgium, Finland, Portugal, Bulgaria, Japan, Denmark, Lithuania, Luxembourg, Croatia, Latvia, France, Hungary, Sweden, Slovenia, Slovakia, UK, Ireland, Estonia, Malta, European Union, Greece, Italy, Spain, Austria, Cyprus, Czech Republic, Poland, Romania, Netherlands	1153243	Feb. 27, 2013
UCO	Canada, China, European Union, Japan, Republic of Korea	1579405	January 8, 2021

**Foreign
Trademark Registrations**




Mark	Jurisdiction	Registration #	Registration Date
UCO	Canada	TMA1148206	Oct. 26, 2022
UCO	Canada	TMA904579	May 26, 2015
UCO	UK	1579405	Sept. 17, 2021
UCO	UK	UK00801098943	Oct. 17, 2012
ULTRAPOD	UK	UK00801153243	February 6, 2014
GRILLIPUT	Germany	30432336	July 5, 2004
UCO	European Union	1125924	Aug. 1, 2021
INTOVA	Australia	1125924	Oct. 9, 20
UCO	Japan	1579405	Nov. 11, 2022
UCO	South Korea	1579405	Nov. 3, 2022
UCO	European Union	1098943	July 11, 2011

UCO	Japan	1098943	Sept. 28, 2012
ULTRAPOD	European Union	1153243	Feb. 27, 2013
ULTRAPOD	Japan	1153243	Dec. 27, 2013

**Foreign
Trademark Applications**

Mark	Jurisdiction	Application #	Filing Date
UCO	China	1579405	Jan. 8, 2021

**Abandoned Trademark
Registrations and Applications**

Mark	Jurisdiction	Application/Reg No.	Registration/Filing Date
INTOVA	International Registration designating Japan, Australia, European Union, China, South Korea, Russia	Int. Reg. No. 1125924	May 25, 2012
CONNEX	US	U.S. Reg. No. 4845431	Nov. 3, 2015
PEDCO	US	U.S. Reg. No. 4840857	March 13, 2015
NOVA HD	US	U.S. Reg. No. 4837915	Aug. 12, 2014
AKRA	US	U.S. Ser. No. 86149486	Dec. 10, 2015
INTOVATEC	US	U.S. Reg. No. 4425211	Oct. 29, 2013
	US	U.S. Reg. No. 4325376	Apr. 23, 2013
	US	U.S. Reg. No. 4325377	Apr. 23, 2013
SPORT PRO	US	U.S. Reg. No. 4219300	Sep. 23, 2011
YAYLABS!	US	U.S. Reg. No. 4325118	Apr. 23, 2013
YAYLABS!	US	U.S. Reg. No. 4325119	Apr. 23, 2013
	US	U.S. Reg. No. 4076683	Dec. 27, 2011
PLAY & FREEZE	US	U.S. Reg. No. 3120724	July 25, 2006
H2) MAN	US	U.S. Reg. No. 3054583	Jan. 31, 2006

CELLPOD	US	U.S. Reg. No. 3275704	Aug. 7, 2007
SWISS TECH	US (Ohio)	Reg. No. 1859984	May 26, 2009

SCHEDULE 2

LIVE, GRANTED PATENTS

Title	Patent Date	Patent No.	Jurisdiction	Status
Candle Lantern with Spare Candle Storage Chamber	June 20, 2017	9683712	US	Active
Mounting Device	Nov. 17, 2015	9188280	US	Active
Cooling Assembly for Chilling or Freezing Liquid Ingredients	March 6, 2018	9907318	US	Active
Portable Grill	Jan. 7, 2020	10527289	US	Active
Portable Lighting Devices with Multiuse Lanyards and Detachable Lanyards	March 6, 2018	9909744	US	Active
Headgear Assembly and Components	Dec. 18, 2018	10156347	US	Active
Match Case with Integrated Utility Features	Apr. 16, 2019	10259695	US	Active
Mess Kit and Utensils	May 31, 2022	11344105	US	Active
Mess Kit and Utensils	Sept. 19, 2023	11759003	US	Active
Mess Kit and Utensils	Sept. 12, 2023	11751667	US	Active
Waterproof Digital Camera	May 25, 2010	D616479	US	Active
Inflatable Cushion	June 19, 2012	D661936	US	Active
Candle Lantern	May 15, 2012	D659864	US	Active
Match Holder	Aug. 5, 2014	D710537	US	Active
Mounting Device	Apr. 26, 2016	D754780	US	Active
Tent Stake with Illumination	June 23, 2015	D732624	US	Active
Electric Lantern	Apr. 8, 2015	ZL2014303238440	China	Active
Electric Lantern	Sep. 2, 2014	002529479	European Union	Active
Electric Lantern	Sep. 2, 2014	90025294790001	UK	Active
Electric Lantern	Aug. 25, 2014	1401583.2	Hong Kong	Active
Electric Lantern	June 20, 2017	D790098	US	Active
Spherical Ice Cream Maker	Oct. 20, 2015	D741379	US	Active
Stowed Portable Grill	Apr. 26, 2016	D754475	US	Active
Electric Lantern with Detachable Lanyard Device	July 17, 2018	D823507	US	Active
Headlamp Assembly with Adjustable Head Strap	March 6, 2018	D812278	US	Active
Combination Match Case, Flashlight and	Sept. 11, 2018	D828595	US	Active

Bottle Opener with Clip				
Headlamp	March 8, 2017	ZL2016303016196	China	Active
Headlamp	March 12, 2018	D843035	US	Active
Handheld Lighting Apparatus	May 17, 2017	ZL2016303008611	China	Active
Lantern	July 1, 2016	003260884	European Union	Active
Lantern	July 1, 2016	90032608840001	UK	Active
Lantern	July 1, 2016	90032608840002	UK	Active
Lamp	July 1, 2016	90032608840003	UK	Active
Electric Lantern with Flashlight Function	Jan. 20, 2017	1570035	Japan	Active
Combined Electric Lantern and Flashlight	Dec. 8, 2020	D904655	US	Active
Lantern with Extendable Arm	June 18, 2019	D851796	US	Active
Combined Spoon/Knife and Spork Utensil Assembly	July 27, 2021	D925996	US	Active
Spoon Shaped Eating Utensil with Spork Portion	Feb. 16, 2021	D910386	US	Active
Portable Bowl and Plate Container Assembly	Jan. 18, 2022	D941095	US	Active
Spoon Shaped Eating Utensil with Spork Portion	Feb. 9, 2021	D909821	US	Active
Cup	Dec. 8, 2020	D904124	US	Active

**PENDING
PATENT APPLICATIONS**

Title	Filing Date	App. No.	Jurisdiction	Status
Mess Kit and Utensils	Aug. 2, 2023	18/364120	US	Pending

**ABANDONED AND EXPIRED
PATENTS**

Title	Patent Date	Patent No.	Jurisdiction	Status
Pouring Cap	Feb. 5, 1985	4497422	US	Abandoned
Portable Tub Candle Lantern	Nov. 18, 1997	5688040	US	Abandoned
Toy Ball Ice Cream Maker	Jan. 12, 1999	5857351	US	Expired
Binoculars Mount Having Clamping and Mounting Plates	Feb. 20, 2000	6021983	US	Expired

Multiple Candle Lantern	Feb. 29, 2000	6030093	US	Abandoned
Combination Flashlight and Candle Lantern	Feb. 3, 2004	6685337	US	Abandoned
Portable Tripod and Universal Mounting Assembly	Nov. 6, 2007	7290740	US	Abandoned
Universal Mounting Assembly for an Object and Method	Apr. 13, 2010	7694923	US	Abandoned
Inflatable Cushion for Ice Cream Maker	July 15, 2014	8777477	US	Abandoned
Mounting Device	July 12, 2016	9389490	US	Abandoned
Tent Stake with Illumination	Nov. 17, 2015	9187925	US	Abandoned
Electric Lantern	March 20, 2015	1521991	Japan	Closed
Lighting Apparatus	March 8, 2017	ZL2016303016143	China	Abandoned
Electric Lantern with Detachable Lanyard Device	Jan. 20, 2017	1570036	Japan	Closed
Headlamp	July 1, 2016	2016-14097	Japan	Closed
Lantern with Extendable Arm	Sep. 19, 2011	ZL2017300106265	China	Closed

**ABANDONED
PATENT APPLICATIONS**

Title	Filing Date	App. No.	Jurisdiction	Status
Timer for Hands Free Activation of Manual Device	May 12, 2003	10/436186	US	Abandoned
Inflatable Cushion	Feb. 21, 2014	14/187149	US	Abandoned
Electric Lantern	Jan. 17, 2017	29/591186	US	Abandoned
Electric Lantern with Detachable Lanyard Device	July 19, 2017	29/611259	US	Abandoned
Combined Electric Lantern and Flashlight	Jan. 3, 2016	29/550371	US	Abandoned
Combined Electric Lantern and Flashlight	Jan. 3, 2016	29/550369	US	Abandoned
Combined Electric Lantern and Flashlight	March 20, 2018	29/641250	US	Abandoned
Headlamp Assembly with Adjustable Head Strap	Jan. 3, 2016	29/550372	US	Abandoned
Headlamp Assembly with Adjustable Head Strap	Apr. 30, 2018	29/645958	US	Abandoned
Match	Jan. 20, 2015	29/515014	US	Abandoned

PROVISIONAL APPLICATIONS

Title	Filing Date	App. No.	Jurisdiction	Status
Portable Stand for Camera Phones	Jan. 27, 2004	60/539674	US	Non-provisional filed
Portable Tripod and Attachment Device for Cameras Embedded in Cellular Phones	Apr. 14, 2004	60/562601	US	Non-provisional filed
Lantern	Jan. 14, 2011	61/433112	US	Non-provisional filed
Mounting Device	Aug. 2, 2011	61/514473	US	Non-provisional filed
Mounting Device	Jan. 3, 2013	61/748708	US	Non-provisional filed
Spherical Ice Cream Maker	March 15, 2013	61/793728	US	Non-provisional filed
Tent Stake with Illumination	March 15, 2013	61/793814	US	Non-provisional filed
Portable Grill	July 7, 2014	62/021642	US	Non-provisional filed
Portable Lighting Devices with Multiuse Lanyards and Detachable Lanyards	Jan. 5, 2015	62/099637	US	Non-provisional filed
Conformable Headlamp Assembly	July 16, 2015	62/193454	US	Non-provisional filed
Headlamp Strap	July 16, 2015	62/193460	US	Non-provisional filed
Portable Lighting Device with Base Clamp Feature	Dec. 30, 2015	62/273097	US	Expired
Match Case with Integrated Utility Features	Jan. 3, 2016	62/274335	US	Non-provisional filed

INTERNATIONAL (PCT) PATENT APPLICATIONS

Title	Filing Date	App. No.	Jurisdiction	Status
Timer for Hands Free Activation of Manual Device	Oct. 27, 2003	US2003/034064	International (PCT)	Abandoned
Portable Grill	July 7, 2015	US2015/039448	International (PCT)	Converted
Headgear Assembly and Components	Dec. 31, 2015	US2015/068304	International (PCT)	Converted



Industrial Rev IP Security Agreement Feb1.2024

Final Audit Report

2024-02-01

Created:	2024-02-01
By:	Andrew Keegan (drew@industrialrev.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfej9gEiJ_3sEqHGO2EvuiHMBVWOqwAFu

"Industrial Rev IP Security Agreement Feb1.2024" History

-  Document created by Drew Keegan (drew@industrialrev.com)
2024-02-01 - 11:37:57 PM GMT- IP address: 50.251.216.166
-  Document emailed to Drew Keegan (drew@industrialrev.com) for signature
2024-02-01 - 11:38:01 PM GMT
-  Signer Drew Keegan (drew@industrialrev.com) entered name at signing as Andrew Keegan
2024-02-01 - 11:38:40 PM GMT- IP address: 50.251.216.166
-  Document e-signed by Andrew Keegan (drew@industrialrev.com)
E-signature obtained using URL retrieved through the Adobe Acrobat Sign API
Signature Date: 2024-02-01 - 11:38:42 PM GMT - Time Source: server- IP address: 50.251.216.166
-  Agreement completed.
2024-02-01 - 11:38:42 PM GMT