

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALC Enterprises, Inc.		10/10/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Second Century Ventures, LLC		
Street Address:	430 North Michigan Avenue, 9th Floor		
City:	Chicago		
State/Country:	CALIFORNIA		
Postal Code:	60611		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5355917	PATRIOT PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	01/24/2020		
Total Attachments: 8			
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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 10, 2019, is entered into by and between **VALC ENTERPRISES, INC.**, a Delaware corporation (“**Grantor**”), and **SECOND CENTURY VENTURES, LLC**, an Illinois limited liability company (“**Lender**”).

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement, dated as of the hereof, between the Grantor, Home Captain, Inc. as co-borrower and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the “**Loan Agreement**”), the Lender has agreed to make loans to the Grantor; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Lender and grant Lender a security interest in and Lien on all of Grantor's intellectual property as set forth below;

NOW, THEREFORE, IT IS AGREED THAT:

1. **Grant of Security Interest.** To secure the timely payment and performance of the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, computer programs and other rights subject to United States copyright protection listed in **Exhibit A** attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the “**Registered Copyrights**”), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the “**Unregistered Copyrights**”), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “**Copyrights**”;

- (c) All trade secrets;
- (d) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (e) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (f) All patents, patent applications and similar protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);
- (g) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);
- (h) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);
- (i) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (j) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (k) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (l) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests 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 Lender.

3. Supplements. Grantor authorizes Lender (a) to amend this Agreement unilaterally by supplementing the Exhibits to add any Intellectual Property Collateral that Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended Exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The Lender’s rights and remedies with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, as provided in the Loan Agreement.

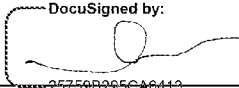
6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES THEREOF OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

7. Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

VALC ENTERPRISES, INC.

DocuSigned by:


By: _____
Name: Grant Moon
Title: Chief Executive Officer

Address: 1517 Voorhies Avenue, 2nd floor
Brooklyn, NY 11235

SECOND CENTURY VENTURES, LLC

DocuSigned by:
Mark Birschbach

By: _____
Name: Mark Birschbach
Title: Authorized Signatory

Address: 430 North Michigan Avenue
(Ninth Floor)
Chicago, IL 60611

EXHIBIT A

Copyrights and Copyright Applications

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents and Patent Applications

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None.		

EXHIBIT C

Trademarks and Trademark Applications

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PATRIOT PROGRAM	5355917	06/08/2016

EXHIBIT D

Mask Works

None.