

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
One Stop Systems, Inc.		04/24/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B		
<b>Street Address:</b>	222 BROADWAY, 19th floor		
<b>Internal Address:</b>	C/O AYRTON CAPITAL LLC		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5834720	AI ON THE FLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	NJPatentGroup@KelleyDrye.com		
<b>Correspondent Name:</b>	Kelley Drye & Warren LLP		
<b>Address Line 1:</b>	One Jefferson Road		
<b>Address Line 4:</b>	Parsippany, NEW JERSEY 07054		
<b>NAME OF SUBMITTER:</b>	Michael J. Zinna		
<b>SIGNATURE:</b>	/MJZ/		
<b>DATE SIGNED:</b>	04/29/2020		
<b>Total Attachments: 36</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated April 24, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Alto Opportunity Master Fund, SPC - Segregated Master Portfolio B, in its capacity as collateral agent (the “**Collateral Agent**”) for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, One Stop Systems, Inc., a Delaware corporation (the “**Company**”), and each party listed as a “**Buyer**” therein (collectively, the “**Buyers**”) are parties to that certain Securities Purchase Agreement, dated April 20, 2020, pursuant to which the Company shall be required to sell, and the Buyers shall purchase or have the right to purchase, the “**Notes**” (as defined therein) issued pursuant thereto (as such Notes may be amended, modified, supplemented, renewed, restated or replaced from time to time in accordance with the terms thereof, collectively, the “**Notes**”);

WHEREAS, it is a condition precedent to the purchase of the Notes under the Securities Purchase Agreement that each Grantor has executed and delivered that certain Security and Pledge Agreement, dated April 24, 2020, made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.


NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Noteholders, as follows

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Collateral Agent and the Noteholders a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the

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

ONE STOP SYSTEMS, INC.

By  DocuSigned by:  
Name: David Raun  
Title: Interim CEO

Address for Notices:

2235 Enterprise Street #110  
Escondido, California 92029

CONCEPT DEVELOPMENT, LLC

By  DocuSigned by:  
Name: David Raun  
Title: Interim CEO of  
One Stop Systems, Inc.,  
Managing Member