

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM693543

<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>
Intellihot Inc.		11/16/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acquiom Agency Services LLC		
<b>Street Address:</b>	150 South Fifth Street, Suite 2600		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Corporation: COLORADO		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90528899	HOT WATER 365	
<b>Serial Number:</b>	88779991	THE DIFFERENCE IS INSIDE.	
<b>Serial Number:</b>	88779995	THE NEURON SERIES	
<b>Serial Number:</b>	88780001	MASTERLESS TECHNOLOGY	
<b>Serial Number:</b>	88673627		
<b>Serial Number:</b>	88673657		
<b>Serial Number:</b>	88673678		
<b>Serial Number:</b>	88673770	TELLICARE	
<b>Serial Number:</b>	88347395	INTELLIHOT	
<b>Serial Number:</b>	87830000	I	
<b>Serial Number:</b>	87818273	ENDLESS PROGRESS	
<b>Serial Number:</b>	87818320	SMARTIFY YOUR BOILER ROOM	
<b>Serial Number:</b>	87818357	TELLIBOT	
<b>Serial Number:</b>	87818451	ZERO DOWNTIME. ZERO WORRY. ZERO PROBLEMS	
<b>Serial Number:</b>	87818508	DESIGNED IN THE HEARTLAND. BUILT FOR THE	
<b>Serial Number:</b>	87818593	ENDLESS WATER. ZERO WASTE.	
<b>Serial Number:</b>	87818623	TELLIZERO	
<b>Serial Number:</b>	87818642	IQ	
<b>Serial Number:</b>	87818756	TELLISIZE	

OP \$740.00 90528899

Property Type	Number	Word Mark
Serial Number:	87818768	INTOUCH
Serial Number:	87818803	HOT WATER WITH AN IQ
Serial Number:	87818810	INTELLIHOT
Serial Number:	87818805	WHAT'S YOUR HOT WATER IQ?
Serial Number:	87818828	INTELLIHOT
Serial Number:	87818834	I
Serial Number:	87818840	I
Serial Number:	87134956	I
Serial Number:	87134945	INTELLIHOT
Serial Number:	77661678	INTELLIHOT

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 3122811116  
**Email:** smaguire@hmbllaw.com  
**Correspondent Name:** Susan Maguire  
**Address Line 1:** 500 W. Madison Avenue  
**Address Line 2:** Suite 3700  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Susan Maguire
<b>SIGNATURE:</b>	/Susan Maguire/
<b>DATE SIGNED:</b>	12/09/2021

**Total Attachments: 10**

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source=EXECUTED Trademark Security Agreement (2021.11.16)#page10.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of November 16, 2021, by and between Intellihot Inc., a Delaware corporation (“**Grantor**”), and Acquiom Agency Services LLC, in its capacity as Collateral Agent under the Loan Agreement (as defined below) (together with its successors and assigns in such capacity, “**Secured Party**”).

### RECITALS

A. Pursuant to that certain Loan and Security Agreement, dated the date hereof, by and between Grantor, as borrower, Secured Party and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party, for the benefit of the Secured Parties, a security interest in all of Grantor’s personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest to Secured Party, for the benefit of the Secured Parties, in all Collateral, and is executing this Agreement with respect to Trademarks, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future Obligations, Grantor hereby grants to Secured Party, for the benefit of the Secured Parties, a security interest, as security, in and to Grantor’s entire right, title and interest in, to and under the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the “**Collateral**” for purposes of this Agreement):

(a) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Trademarks**”);

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term “Collateral” shall not include any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a

provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Trademarks is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to the Required Lenders, listing (i) any applications or registrations that Grantor has made or filed in respect of any trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, (ii) detect infringements of the Trademarks and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office: (i) those intellectual property rights listed on Exhibit A hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibit A), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party or the Required Lenders may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without the prior written consent of the Secured Party (acting at the direction of the Required Lenders), which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party or the Required Lenders, to perfect Secured Party's security interest in all Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party and the Required Lenders the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party (acting at the direction of the Required Lenders) may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, hereof, as appropriate, to include reference to any right, title or interest in any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the New York Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone, and in each case acknowledged by the Required Lenders.

6. Notices. Any notices required to be made hereunder shall be made in accordance with the terms of the Loan Agreement.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

8. Loan Agreement. This Agreement has been entered into in conjunction with the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

*[Signature Pages Follow]*

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

**SECURED PARTY:**

Acquiom Agency Services LLC

By: J. Anderson  
Name: Jennifer Anderson  
Title: Director

**GRANTOR:**

Intellihot Inc.

By: \_\_\_\_\_  
Name: Sridhar Deivasigamani  
Title: Chief Executive Officer

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

**SECURED PARTY:**

Acquiom Agency Services LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTOR:**


Intellihot Inc.

DocuSigned by:  
By: Sridhar Deivasigamani  
Name: Sridhar Deivasigamani  
Title: Chief Executive Officer




EXHIBIT A

Trademarks



All owned by Grantor

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Simplified Status</u>	<u>Owner Name</u>	<u>Registration No.</u>	<u>Application No.</u>
HOT WATER 365	USA	Published (Pending) FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Published for opposition <b>USPTO Status Date:</b> 19- OCT-2021	Pending Application	INTELLIHOT, INC.		90528899
The Difference is iNside.	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 11- AUG-2020	Registered Trademark	INTELLIHOT, INC.	6124544	88779991
The NEGRON Series	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 25- AUG-2020	Registered Trademark	INTELLIHOT, INC.	6135452	88779995
Masterless Technology	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 25- AUG-2020	Registered Trademark	INTELLIHOT, INC.	6135453	88780001
	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 26- MAY-2020	Registered Trademark	INTELLIHOT, INC.	6064006	88673627



	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 26- MAY-2020	Registered Trademark	INTELLIHOT, INC.	6064011	88673657
	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 26- MAY-2020	Registered Trademark	INTELLIHOT, INC.	6064015	88673678
telliCare	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 29- SEP-2020	Registered Trademark	INTELLIHOT, INC.	6162072	88673770
Intellihot	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 31- MAR-2020	Registered Trademark	INTELLIHOT, INC.	6021913	88347395
	USA	Registered Intent to Use - Filed USE APPLICATION - CURRENT Color Drawing Filed Color Drawing Currently <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 23- APR-2019	Registered Trademark	INTELLIHOT INC.	5735105	87830000
Endless Progress	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 21- MAY-2019	Registered Trademark	INTELLIHOT INC.	5754601	87818273

Security. Your Boiler Room	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 21- MAY-2019	Registered Trademark	INTELLIHOT INC.	5754602	87818320
telliBot	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 30- APR-2019	Registered Trademark	INTELLIHOT INC.	5737597	87818357
Zero Downtime. Zero Worry. Zero Problems.	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT Use Application - Filed <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 05- NOV-2019	Registered Trademark	INTELLIHOT INC.	5904044	87818451
Designed in the heartland. Built for the world.	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 30- APR-2019	Registered Trademark	INTELLIHOT INC.	5737598	87818508
Endless Water. Zero Waste	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 30- APR-2019	Registered Trademark	INTELLIHOT, INC.	5737600	87818593
telliZero	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 02- OCT-2018	Registered Trademark	INTELLIHOT, INC.	5575845	87818623
iQ	USA	Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Non-final action - mailed	Pending Application	INTELLIHOT, INC.		87818642

		<b>USPTO Status Date:</b> 04-AUG-2021				
telliSize	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 12- JAN-2021	Registered Trademark	INTELLIHOT, INC.	6242363	87818756
inTouch	USA	Registered Intent to Use - Filed USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 30- APR-2019	Registered Trademark	INTELLIHOT, INC.	5741189	87818768
Hot Water With An it?	USA	Registered Intent to Use - Filed USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 16- JUL-2019	Registered Trademark	INTELLIHOT, INC.	5807808	87818803
Intellihot	USA	Registered Intent to Use - Filed USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 21- MAY-2019	Registered Trademark	INTELLIHOT INC.	5754606	87818810
What's Your Hot Water it?	USA	Registered Intent to Use - Filed USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 29- OCT-2019	Registered Trademark	INTELLIHOT, INC.	5897975	87818805
	USA	Registered Intent to Use - Filed USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 14- MAY-2019	Registered Trademark	INTELLIHOT INC.	5752654	87818828
	USA	Registered Intent to Use - Filed USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 22-	Registered Trademark	INTELLIHOT INC.	5892088	87818834

		OCT-2019				
	USA	Registered Intent to Use - Filed USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 21- MAY-2019	Registered Trademark	INTELLIHOT INC.	5754607	87818840
	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 21- MAR-2017	Registered Trademark	INTELLIHOT, INC.	5165811	87134956
	USA	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered <b>USPTO Status Date:</b> 25- APR-2017	Registered Trademark	INTELLIHOT, INC.	5189646	87134945
Intellihot	USA	Renewed (Registered) Intent to Use - Filed USE APPLICATION - CURRENT <b>USPTO Status:</b> Registered and renewed <b>USPTO Status Date:</b> 28- JUN-2021	Registered Trademark	INTELLIHOT, INC.	4112160	77661678

\* Non-US Trademarks are included herein for the purposes of completeness of disclosures to the Secured Party, understanding that the USPTO cannot register these.