

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECTRANETIX, INC.		06/13/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TRUE WEST CAPITAL PARTNERS FUND III, LP		
Street Address:	10880 WILSHIRE BOULEVARD		
Internal Address:	SUITE 2090		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4506782	COMSCAN	
Registration Number:	4842486	MICROSCAN	
Registration Number:	4847665	CEMASCAN	
Registration Number:	4696293	HYPERSCAN	
Registration Number:	4160821	COLD FUSION	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9584		
Email:	patrick.hartigan@stoel.com		
Correspondent Name:	Anne W. Glazer / Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
NAME OF SUBMITTER:	Patrick P. Hartigan, SR Paralegal		
SIGNATURE:	/Patrick P. Hartigan/		
DATE SIGNED:	06/22/2022		
Total Attachments: 6			

OP \$140.00 4506782

source=IP Security Agreement (Executed)(115840066.1)#page1.tif
source=IP Security Agreement (Executed)(115840066.1)#page2.tif
source=IP Security Agreement (Executed)(115840066.1)#page3.tif
source=IP Security Agreement (Executed)(115840066.1)#page4.tif
source=IP Security Agreement (Executed)(115840066.1)#page5.tif
source=IP Security Agreement (Executed)(115840066.1)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 13, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by **SPECTRANETIX, INC.**, a California corporation (“*Spectranetix*”), and **SPEAR RESEARCH, LLC**, a New Hampshire limited liability company (“*Spear*,” and together with Spectranetix, the “*Grantors*” and each a “*Grantor*”), in favor of **TRUE WEST CAPITAL PARTNERS FUND III, LP**, a Delaware limited partnership (the “*Lender*”).

WHEREAS, each Grantor is a party to a Pledge and Security Agreement of even date herewith (the “*Pledge and Security Agreement*”) by and among Grantors, Pacific Defense, LLC, a Delaware limited liability company, Pacific Defense Holdings, LLC, a Delaware limited liability company, Pacific Defense Strategies, Inc., a Delaware corporation, and Lender, pursuant to which each Grantor granted a valid and continuing lien in the Intellectual Property Collateral (as defined below) to Lender.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral

SECTION 2.1 Grant of Security. To secure the prompt payment and performance to the Lender of the Secured Obligations, each Grantor hereby grants to the Lender, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “*Intellectual Property Collateral*”): (a) the trademark applications and registrations listed on Schedule A hereto and (b) the patents listed on Schedule B hereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Allegation of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the

security interest granted to the Lender pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA UNLESS LOCATION OF THE COLLATERAL SHALL CAUSE THE LAW OF ANOTHER STATE OR FEDERAL LAW TO APPLY. EACH PARTY HERETO CONSENTS TO JURISDICTION IN ANY STATE OR FEDERAL COURT SITTING IN THE CITY OF LOS ANGELES, CALIFORNIA, EXCEPT WHERE THE LOCATION OF COLLATERAL MAY CAUSE JURISDICTION TO LIE IN ANOTHER FORUM.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

SCHEDULE A

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Mark	Registration No.	Registration Date	Record Owner
ComScan	4506782	April 1, 2014	Spectranetix, Inc.
MicroScan	4842486	October 27, 2015	Spectranetix, Inc.
CEMAScan	4847665	November 3, 2015	Spectranetix, Inc.
HyperScan	4696293	March 3, 2015	Spectranetix, Inc.
ColdFusion	4160821	June 19, 2012	Spectranetix, Inc.

SCHEDULE B

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

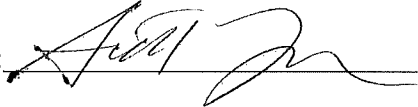
Patent	Patent No.	Record Owner
Technique for Efficient Message Delivery in Ad Hoc, Mesh, Wireless Computer Networks	9,161,287	Spectranetix, Inc.
Method for Real-Time, Automatic, Wideband, High Accuracy RF Direction Finding	9,157,983	Spectranetix, Inc.
Method and Technique for Optimizing SIGINT Detection, Collection, and Backhaul on Mobile Platforms with Limited Bandwidth Downlinks	9,332,545	Spectranetix, Inc.
Systems and Methods for Resource Management	62/939,279 (provisional) ¹	Spear Research, LLC

¹ The provisional patent was filed on November 22, 2019. Spear filed a U.S. non-provisional patent application claiming priority to the provision on November 23, 2020.

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

GRANTORS:

SPECTRANETIX, INC.,
a California corporation

By:  _____

Name: Scott Hoffman

Title: Chief Financial Officer

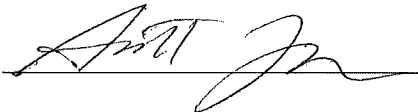
PERCEPTRONICS SOLUTIONS, INC.,
a California corporation

By: _____

Name: Elan Freedy

Title: General Manager

SPEAR RESEARCH, LLC,
a New Hampshire limited liability company

By:  _____

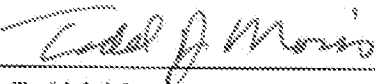
Name: Scott Hoffman

Title: Secretary

Accepted and Agreed:

TRUE WEST CAPITAL PARTNERS FUND III,
LP, a Delaware limited partnership

By: True West Capital Partners GP III, LLC,
Its: General Partner

By: 
Name: Todd J. Morris
Title: Member

[Signature Page to Intellectual Property Security Agreement]