

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KORELOCK, Inc.		10/10/2022	Corporation:
RECEIVING PARTY DATA			
Name:	RemoteLock, Inc.		
Street Address:	2170 SOUTH DELAWARE STREET		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80223		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90705431	KORELOCK	
Serial Number:	90857414	KORELOCK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7204777148		
Email:	eho@kofirm.com		
Correspondent Name:	Elizabeth Ho		
Address Line 1:	Koenig, Oelsner, Taylor, Schoenfeld & Ga		
Address Line 2:	999 18th Street, #1740		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Elizabeth Ho		
SIGNATURE:	/Elizabeth Ho/		
DATE SIGNED:	10/17/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 10, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by KORELOCK, INC., a Delaware corporation (the “**Grantor**”), in favor of REMOTELOCK, INC., a Delaware corporation (the “**Secured Party**”).

WHEREAS, pursuant to the Contingent Payment Agreement, dated as of the date hereof, by and between the Grantor and the Secured Party (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Contingent Payment Agreement**”), the Grantor has agreed to pay the Secured Party a contingent payment of \$1,750,000 upon the terms and subject to the conditions set forth in the Contingent Payment Agreement. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Contingent Payment Agreement.

WHEREAS, under the terms of the Contingent Payment Agreement, the Grantor has granted to the Secured Party a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and to induce the Secured Party to enter into the Contingent Payment Agreement, the parties hereto agree as follows:

1. Grant of Security. Grantor hereby grants to the Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (collectively, the “**Intellectual Property Rights**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like 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 and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);

(e) Any 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**”);

(f) Any and all claims for damages by way of past, present and future infringements 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;

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

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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.

Grantor and Secured Party hereby acknowledge and agree that the security interest in the foregoing Intellectual Property Rights (i) may only be terminated in accordance with the terms of the Contingent Payment Agreement and (ii) is not to be construed as an assignment of such Intellectual Property Rights.

2. Recordation. Grantor authorizes Secured Party to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

4. Governing Law. Section 7.11 of the Contingent Payment Agreement is incorporated *mutatis mutandis*.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Contingent Payment Agreement. The rights and remedies of

each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Contingent Payment Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Contingent Payment Agreement, the provisions of the Contingent Payment Agreement, as applicable, shall govern.

6. Notice. Section 7.7 of the Contingent Payment Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

KORELOCK, INC.,
a Delaware corporation

By: 
Name: Grant Walter
Title: CEO

SECURED PARTY:

REMOTELOCK, INC.

a Delaware corporation

Nolan Mondrow

By: _____

Name: Nolan Mondrow

Title: CEO

Exhibit A

Copyrights and Copyright Applications

None.

Exhibit B

Patents and Patent Applications

<u>Name</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intelligent lock	10,366,556	July 30, 2019
Intelligent lock	10,699,500	July 30, 2020
Intelligent lock	16902965	June 16, 2022

Exhibit C

Trademarks and Trademark Applications

<u>Name</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
KORELOCK standard character mark	90705431	May 12, 2021 (allowed September 6, 2022)
KORELOCK stylized form	90857414	July 30, 2021 (allowed September 6, 2022)
KORELOCK standard character mark	1631540	November 8, 2021
KORELOCK	1631540	November 8, 2021