

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789647

<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>
Ardelis Inc.		12/31/2022	Corporation: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RPA Cycling, Inc.		
<b>Street Address:</b>	940 Wilson St.		
<b>City:</b>	Eugene		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97402		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2105158	ROLF	
<b>Registration Number:</b>	3281755	PRIMA	
<b>Registration Number:</b>	6691104	ROLF PRIMA	
<b>Registration Number:</b>	5496952	ASTRAL	
<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>Phone:</b>	5419142030		
<b>Email:</b>	brianroddy@outlook.com		
<b>Correspondent Name:</b>	Brian Roddy		
<b>Address Line 1:</b>	4030 Hilyard St		
<b>Address Line 4:</b>	Eugene, OREGON 97405		
<b>NAME OF SUBMITTER:</b>	Brian Roddy		
<b>SIGNATURE:</b>	/Brian Roddy/		
<b>DATE SIGNED:</b>	02/24/2023		
<b>Total Attachments: 2</b>			
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## TRADEMARK SECURITY AGREEMENT

### PARTIES:

ARDELIS, INC., an Oregon corporation ("Secured Party")

RPA CYCLING, INC., an Oregon corporation ("Grantor")

### RECITALS:

A. Grantor and Secured Party are party to a Security Agreement dated as of December 31, 2022 (the "Security Agreement") pursuant to which Grantor granted a security interest to the Secured Party in the Trademark Collateral (as defined below) and, in connection with the Security Agreement, execute and deliver this Trademark Security Agreement (the "Agreement").

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

**EFFECTIVE DATE:** December 31, 2022

### AGREEMENTS:

#### 1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the prompt payment and performance to the Secured Party of the Obligations, Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the trademark applications and registrations listed as follows (the "Trademark Collateral"):

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>
Rolf	2105158	10/14/1997
Prima	3281755	8/21/2007
Rolf Prima	6691104	1/18/22
Astral	5496952	6/16/2018

#### 2. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

**3. 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 Oregon unless location of the Collateral shall cause the law of another state or federal law to apply. Each party consents to jurisdiction in any state or federal court sitting in the city of Eugene, Oregon, except where the location of collateral may cause jurisdiction to lie in another forum.

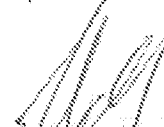
**4. COUNTERPARTS**

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.

SECURED PARTY:

ARDELIS, INC.


By:

  
\_\_\_\_\_  
Brian Roddy, President

GRANTOR:

RPA CYCLING, INC.

By:

  
\_\_\_\_\_  
Alexander Whiten, President