

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM808014

<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>
DE-FI SYSTEMS, LLC		01/31/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OUTPUT, INC.		
<b>Street Address:</b>	3014 Worthen Ave, Building D		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90039		
<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>	6457403	FRONTIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	3 Embarcadero Center, 20th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	330013-104		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	05/04/2023		
<b>Total Attachments: 5</b>			
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source=Output - De-Fi Systems - IPSA#page2.tif			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), made effective as of January 31, 2023, between OUTPUT, INC., a Delaware corporation ("*Lender*"), and DE-FI SYSTEMS, LLC, a Delaware limited liability company ("*Grantor*"), is made with reference to the Secured Promissory Note (as amended from time to time, the "*Note*"), dated January 31, 2023, between Lender and Grantor. Terms defined in the Note have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

1. **Grant of Security Interest.** To secure the Obligations under the Note, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "*Intellectual Property Collateral*");

(a) the trademarks identified in Exhibit A, as well as all goodwill associated with the business of Grantor connected with and symbolized by such trademarks (collectively, the "*Trademarks*");

(b) other Intellectual Property Rights described in Exhibit B

(c) 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;

(d) licenses or other rights to use any of the Trademarks or other Intellectual Property Rights described in Exhibit B, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(e) amendments, renewals and extensions of any of the Trademarks or other Intellectual Property Rights described in Exhibit B; and

(f) 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.

2. **Recordation.** Grantor authorizes the Commissioner of Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government official to record and register this agreement upon request by Lender.

3. **Note Documents.** The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Note, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Note, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature

page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

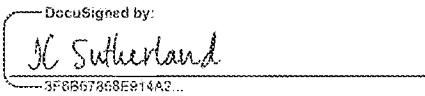
5. **Successors and Assigns.** This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law; Venue.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). The parties agree that any action brought by any party under this Agreement shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of any state or federal court located in the County of Los Angeles.

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

**GRANTOR:**

DE-FI SYSTEMS, LLC, a Delaware limited liability company

By  DocuSigned by:  
3F6B67268E914A2...

Name: J.C. Sutherland

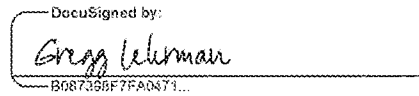
Title: Chief Executive Officer

Address for Notices:

Attn: JC Sutherland  
556 S Fair Oaks Ave, Ste 101-177  
Pasadena, CA 91105  
Jc.sutherland@de-fi.com

**LENDER:**

OUTPUT, INC., a Delaware corporation

By  DocuSigned by:  
B087336F7FA0471...

Name: Gregg Lehrman

Title: Chief Executive Officer

Address for Notices:

Attn: Gregg Lehrman, Brian Zarlenga  
3014 Worthen Ave, Building D  
Los Angeles, CA 90039  
Email: gregg.lehrman@output.com,  
brian.zarlenga@output.com

**EXHIBIT A**  
**TRADEMARKS**

<u>Owner</u>	<u>Mark / Title:</u>	<u>Country</u>	<u>Registration Number:</u>	<u>Registration Date:</u>
De-Fi Systems, LLC	FRONTIER	U.S.	6457403	8/17/2021
De-Fi Systems, LLC	FRONTIER	WO (Benelux -Germany- Denmark-Spain-France- United Kingdom-Italy)	1572590	12/18/2020

All rights in common law or unregistered trademarks in the Platform and Frontier name, brand and logo.

**EXHIBIT B**

**OTHER INTELLECTUAL PROPERTY RIGHTS**

Platform Intellectual Property and all Intellectual Property Rights embodied in the related manufacturing documentation, including 2D Engineering Files, 3D Engineering Files, Bill of Materials, Component data sheets, QC criteria, Intake reports, SOP documents and ECN documents.

Frontier Intellectual Property and all Intellectual Property Rights embodied in the related manufacturing documentation, including 2D Engineering Files, 3D Engineering Files, Bill of Materials, Component data sheets, QC criteria, Intake reports, SOP documents and ECN documents.