

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vapor IO, Inc.		02/02/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90559503	KINETIC GRID	
Serial Number:	88408836	VAPOR	
Serial Number:	87713969	KINETIC EDGE	
Serial Number:	86627092	DATA. DRIVEN.	
Serial Number:	86823536	VAPOR	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA PIPER LLP (USA)		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	07/17/2023		

CH \$140.00 90559503

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 2, 2022, by and between COMERICA BANK, a Texas banking association ("Bank") and VAPOR IO, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of February 2, 2022 (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Grantor also acknowledges and agrees that Grantor's electronic signature below indicates Grantor's agreement to, and intention to be legally bound by, all of the terms and conditions of this Agreement.

GRANTOR:

Address of Grantor:

6700 Bridgepoint Parkway
Building 4, Suite 250
Austin, TX 78730
Attn: Chief Financial Officer
Email: greg@vapor.io

VAPOR IO, INC., a Delaware corporation

By: A rectangular box containing the text "DocuSigned by:" above a handwritten signature "Colton M. Crawford". Below the signature is a horizontal line and a small alphanumeric string "67CE0BC9FFED4A3...".


Name: Colton M. Crawford
Title: Chief Executive Officer

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: A rectangular box containing the text "DocuSigned by:" above a handwritten signature "Stephen P. Bitter". Below the signature is a horizontal line and a small alphanumeric string "92AEEC5BBFF4480...".

Name: Stephen P. Bitter
Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Pat. No./ Pat. Appl. No.</u>	<u>Reg./ Appl. Date</u>
Rack for computing equipment	9532488	12/27/16
Compact uninterruptable power supply	10454772	10/22/19
Rack for computing equipment	10039211	07/31/18
Hot-pluggable connection for data communications	10555435	02/04/20
Bus bar power adapter for AC-Input, hot-swap power supplies	9985842	05/29/18
Distributed processing for determining network paths	10945166	03/09/21
Data center network device sensing	11665230	05/30/23
Adapters for rack-mounted computing equipment	11044827	06/22/21
Modular data center	17082869 (appl.)	10/28/20
Modular data center	11698951	07/11/23
Distributed peer-to-peer data center management	10257268	04/09/19
Distributed handoff-related processing for wireless networks	10362517	07/23/19
Cooling system for data center rack	11431559	08/30/22
Reducing the environmental impact of distributed computing	17863264 (appl.)	07/12/22
Server rack	D792390	07/18/17
Out-of-band data center management via power bus	10117360	10/30/18
Sensing location of rack components	10432473	10/01/19
Distributed handoff-related processing for wireless networks	10674411	06/02/20
Autonomous distributed workload and infrastructure scheduling	11533234	12/20/22
Routing for distributed base stations	11166206	11/02/21
Selective-access data-center racks	11030285	06/08/21
Distributed processing for determining network paths	11490299	11/01/22
Cooling system for data center rack	9839162	12/05/17
Data center management with rack – controllers	10404523	09/03/19
Autonomous distributed workload and infrastructure scheduling	10833940	11/10/20
Patch panel for QSFP+ Cable	10911297	02/02/21

Data center management with rack-controllers	11349701	05/31/22
Hot-pluggable connection for data communications	10980145	04/13/21
Patch panel for QSFP+ Cable	10080312	09/18/18
Data center management via out-of-band, low-pin count, external access to local motherboard monitoring and control	10817398	10/27/20
Adapters for rack-mounted computing equipment	10765030	09/01/20
Compact uninterruptable power supply	11044165	06/22/21
Computing equipment racks with varying fluid flow resistance	10455743	10/22/19
Role-based command distribution across networks	10791169	09/29/20
Modular data center	10853460	12/01/20
Data center management with rack-controllers	17740125 (appl.)	05/09/22
Distributed processing for determining network paths	17956714 (appl.)	09/29/22

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
KINETIC GRID	90559503	03/04/21
VAPOR	88408836	04/30/19
KINETIC EDGE	87713969	12/08/17
DATA. DRIVEN	86627092	05/12/15
VAPOR	86823536	11/17/15