

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM853255

<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>
CUBEX LLC		11/10/2023	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LAKE COUNTY CAPITAL SBIC, LP, as Collateral Agent		
<b>Street Address:</b>	7701 France Avenue		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Edina		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55435		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6179316	ZIMBIS	
<b>Registration Number:</b>	6158405	QBUD	
<b>Registration Number:</b>	5547221	QBUY	
<b>Registration Number:</b>	4918686	QLOCK	
<b>Registration Number:</b>	4440210	CUBEXRX	
<b>Registration Number:</b>	4443718	QBUD	
<b>Registration Number:</b>	3647165	CUBEX	
<b>Registration Number:</b>	3601348	CUBEX	
<b>Registration Number:</b>	7197007	MYZIMBIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3177133699		
<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>	3177133412		
<b>Email:</b>	twagner@taftlaw.com		
<b>Correspondent Name:</b>	Tiffini Wagner		
<b>Address Line 1:</b>	One Indiana Square		
<b>Address Line 2:</b>	Suite 3500		

OP \$240.00 6179316

<b>Address Line 4:</b>	Indianapolis, INDIANA 46204
<b>ATTORNEY DOCKET NUMBER:</b>	M46839-00018
<b>NAME OF SUBMITTER:</b>	Tiffini Wagner
<b>SIGNATURE:</b>	/ Tiffini Wagner /
<b>DATE SIGNED:</b>	11/14/2023
<b>Total Attachments: 8</b> source=Lake Co Capital SBIC_Cubex LLC- IP Security Agreement M46839-00018#page1.tif source=Lake Co Capital SBIC_Cubex LLC- IP Security Agreement M46839-00018#page2.tif source=Lake Co Capital SBIC_Cubex LLC- IP Security Agreement M46839-00018#page3.tif source=Lake Co Capital SBIC_Cubex LLC- IP Security Agreement M46839-00018#page4.tif source=Lake Co Capital SBIC_Cubex LLC- IP Security Agreement M46839-00018#page5.tif source=Lake Co Capital SBIC_Cubex LLC- IP Security Agreement M46839-00018#page6.tif source=Lake Co Capital SBIC_Cubex LLC- IP Security Agreement M46839-00018#page7.tif source=Lake Co Capital SBIC_Cubex LLC- IP Security Agreement M46839-00018#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is between CUBEX LLC, an Arizona limited liability company (the “Grantor”), and LAKE COUNTRY CAPITAL SBIC, LP, as Collateral Agent (together with its successors in such capacity, the “Collateral Agent”) for itself and the Purchasers (as defined in the Note Purchase Agreement referred to below).

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of November 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), Grantor, the other Note Parties from time to time party thereto, the financial institutions or entities from time to time parties thereto as purchasers (the “Purchasers”), and the Collateral Agent, the Purchasers have severally agreed to purchase certain Notes from Grantor upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the respective meanings given such terms in the Note Purchase Agreement or the Security Agreement (as defined in the Note Purchase Agreement), as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for itself and for the ratable benefit of the Purchasers, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including certain of its Copyrights, Trademarks and Patents 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 above premises, the Grantor hereby agrees with the Collateral Agent, for itself and for the ratable benefit of the Purchasers, as follows:

SECTION 1 Grant of Security. To secure its obligations under the Note Purchase Agreement, Grantor hereby grants to the Collateral Agent, for itself and for the ratable benefit of the Purchasers, a security interest in all of Grantor’s right, title and interest in and to the following (the “IP Collateral”):

(a) all registered Intellectual Property consisting of Copyrights, as identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (the items described in (a) and (b), collectively, the “Copyright Collateral”);

(c) (i) all registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with

the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the "Trademark Collateral");

(e) (i) all registered Intellectual Property consisting of Patents, as identified in Schedule 3, and (ii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above (items described in (e) and (f), collectively, the "Patent Collateral").

SECTION 2 Excluded Property. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Property shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution. 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. The delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or pdf shall be effective as delivery of a manually executed counterpart of this IP Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP

SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Note Purchase 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 Security Agreement and the Note Purchase 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 Security Agreement or the Note Purchase Agreement, the provisions of the Security Agreement or the Note Purchase Agreement, as applicable, shall govern.


SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 9.1 of the Note Purchase Agreement. Nothing in this IP Security Agreement or any other Note Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

*[signature pages follow]*

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

**GRANTORS:**

**CUBEX LLC**

By:  .....

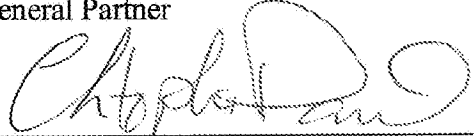
Name: Anton Visser

Title: Manager and Chief Executive Officer

[Signature Page to IP Security Agreement]

**LAKE COUNTRY CAPITAL SBIC, LP,**  
as the Collateral Agent

By: LC2 General Partners I, LLC  
Its: General Partner

By: \_\_\_\_\_

Name: Chris Daniel  
Title: Partner

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 008257 FRAME: 0582**

COPYRIGHTS

None.



## TRADEMARKS

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Cubex LLC	MYZIMBIS	November 10, 2020	Live	N/A
Cubex LLC	INYO	June 11, 2020	Live	N/A
Cubex LLC	PAWPASS	June 9, 2020	Live	N/A
Cubex LLC	LABPASS	June 2, 2020	Live	N/A
Cubex LLC	SMILEPASS	May 27, 2020	Live	N/A
Cubex LLC	BUDPASS	May 15, 2020	Live	N/A
Cubex LLC	ZIMBIS	April 8, 2020	Live	6179316
Cubex LLC	QBUD	January 13, 2017	Live	6158405
Cubex LLC	QBUY	July 18, 2017	Live	5547221
Cubex LLC	QLOCK	February 21, 2014	Live	4918686
Cubex LLC	CUBEXRX	April 22, 2013	Live	4440210
Cubex LLC	QBUD	April 22, 2013	Live	4443718
Cubex LLC	Cubex	December 9, 2008	Live	3647165
Cubex LLC	Cubex	April 1, 2008	Live	3601348

## PATENTS

<u>Grantor</u>	<u>Patents</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Patent No.</u>
Cubex LLC	INVENTORY MANAGEMENT SYSTEM	January 24, 2018	Registered	15/878,941	10,679,021
Cubex LLC	DEVICES FOR CONTROLLED DISPENSING	March 16, 2015	Registered	14/659,209	10,383,438
Cubex LLC	METHODS FOR CONTROLLED DISPENSING	July 19, 2016	Registered	15/214,314	10,362,866
Cubex LLC	DEVICE AND METHOD FOR CONTROLLING ACCESS	July 17, 2015	Registered	14/802,529	10,280,650
Cubex LLC	INVENTORY MANAGEMENT SYSTEM	August 18, 2016	Registered	15/240,914	9,886,605
Cubex LLC	SYSTEM FOR AUTOMATIC REORDERING OF REPLENISHMENT STOCK	July 16, 2018	Pending	16/036,671	N/A