

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI89420

<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>
Help Lightning, Inc.		03/08/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Comerica Bank		
<b>Street Address:</b>	PO Box 75000, Mail Code 7578		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48275		
<b>Entity Type:</b>	National Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97266282	H HELP LIGHTNING	
<b>Serial Number:</b>	97266317	H HELP LIGHTNING	
<b>Serial Number:</b>	86704727	HELP LIGHTNING	
<b>Serial Number:</b>	86704730	HELP LIGHTNING	
<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>	7033826485		
<b>Email:</b>	DHall@vlplawgroup.com		
<b>Correspondent Name:</b>	Davis Hall		
<b>Address Line 1:</b>	12703 Hitchcock Court		
<b>Address Line 4:</b>	Reston, VIRGINIA 20191		
<b>NAME OF SUBMITTER:</b>	Davis Hall		
<b>SIGNATURE:</b>	Davis Hall		
<b>DATE SIGNED:</b>	03/12/2024		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 8, 2024 by and between COMERICA BANK ("Bank") and HELP LIGHTNING, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. 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.

C. 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 Bank and Grantor, 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 Schedules 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.

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:

Address of Grantor:

1500 1st Avenue N  
Birmingham, AL 35203

Attn: Marc Guthrie

HELP LIGHTNING, INC.

By: DocuSigned by:  
*Marc Guthrie*  
A8D944DD3FBA439...

Name: Marc Guthrie  
Title: Chief Executive Officer

BANK:

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

With a copy to:

Comerica Bank  
230 Park Avenue, Suite 634  
New York, NY 10169  
Attn: Suzanne Adinolfi

COMERICA BANK

By: DocuSigned by:  
*David Kim*  
2379889BF02A42E...

Name: David Kim  
Title: Senior Vice President

EXHIBIT A

Copyrights

Description

NONE

Registration  
Number

Registration  
Date

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR IMAGE REGISTRATION OF MULTIPLE VIDEO STREAMS	10622111 16204542	04/14/2020 11/29/2018
SYSTEM AND METHOD FOR ROLE NEGOTIATION IN MULTI-REALITY ENVIRONMENTS	10482673 15908082	11/19/2019 02/28/2018
SYSTEM AND METHOD FOR IMAGE REGISTRATION OF MULTIPLE VIDEO STREAMS	10181361 15587056	01/15/2019 05/04/2017
SYSTEM AND METHOD FOR MANAGING SPATIOTEMPORAL UNCERTAINTY	9959629 14671615	05/01/2018 03/27/2015
SYSTEM AND METHOD FOR ROLE-SWITCHING IN MULTI- REALITY ENVIRONMENTS	9710968 13727202	07/18/2017 12/26/2012
SYSTEM AND METHOD FOR IMAGE REGISTRATION OF MULTIPLE VIDEO STREAMS	9886552 13208926	02/06/2018 08/12/2011
SYSTEM AND METHOD FOR MANAGING SPATIOTEMPORAL UNCERTAINTY	9020203 13476712	04/28/2015 05/21/2012
SYSTEM AND METHOD FOR ROLE NEGOTIATION IN MULTI-REALITY ENVIRONMENTS	9940750 13929080	04/10/2018 06/27/2013
VIRTUAL INTERACTIVE PRESENCE SYSTEMS AND METHODS	8520024 12600805	08/27/2013 05/19/2008
SYSTEM AND METHOD FOR ROLE NEGOTIATION IN MULTI-REALITY ENVIRONMENTS	16596125	10/08/2019

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
H HELP LIGHTNING	97266282 7010439	02/14/2022 03/28/2023
H HELP LIGHTNING	97266317 7010441	02/14/2022 03/28/2023
HELP LIGHTNING	86704727 5087729	07/25/2015 11/22/2016
HELP LIGHTNING	86704730 5087730	07/25/2015 11/22/2016