

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI145393

<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>
Pelton-Shepherd Industries, Inc.		04/30/2020	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	AVIDBANK		
<b>Street Address:</b>	1732 N. 1st Street, 6th Floor		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95112		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98205976	NUTRI ICE	
<b>Serial Number:</b>	98093601	VORTEC ICE	
<b>Serial Number:</b>	97548237	GLACIER ICE	
<b>Serial Number:</b>	97548235	TERRA ICE	
<b>Registration Number:</b>	7281683	THE GREEN GEL PACK	
<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>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 Middlefield Road Suite 215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	Patty Cheng		
<b>DATE SIGNED:</b>	04/04/2024		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 30, 2020 by and among **AVIDBANK**, a California corporation ("**Bank**") and Quail Holdco, LLC, a Delaware limited liability company ("**Parent**"), and Pelton-Shepherd Industries, Inc., a Nevada corporation ("**Pelton-Shepherd**"). Parent and Pelton-Shepherd are each referred to herein as a "**Grantor**" and collectively, as the "**Grantors**".

### RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

**NOW, THEREFORE**, each Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantors' obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor's right, title and interest in such Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

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. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.


Address of Grantors:

c/o Pelton-Shepherd Industries, Inc.  
812 Luce Ave. #B  
Stockton, CA 95203  
Attn: Russ Kenerly, Chief Financial Officer

**QUAIL HOLDCO, LLC**

By:   
Name: Timothy Shepherd  
Title: President and CEO

**PELTON-SHEPHERD INDUSTRIES, INC.**

By:   
Name: Timothy Shepherd  
Title: President

Address of Bank:

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Stephen Chen  
FAX: (408) 200-7399

**AVIDBANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

c/o Pelton-Shepherd Industries, Inc.  
812 Luce Ave. #B  
Stockton, CA 95203  
Attn: Russ Kenerly, Chief Financial Officer

**QUAIL HOLDCO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

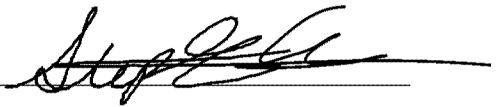
**PELTON-SHEPHERD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Bank:

1732 N. 1st Street, 6th Floor  
San Jose, CA 95112  
Attn: Stephen Chen  
FAX: (408) 200-7399

**AVIDBANK**

By:  \_\_\_\_\_  
Name: StepherCher  
Title: Vice Presider

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Application Date / Issue Date</u>
Pelton-Shepherd	Cold massage tool and method of use thereof	4,745,909	May 24, 1988

**EXHIBIT C**

**Trademarks**

Please Check Box if No Trademarks Exist

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Pelton-Shepherd	Glacier Ice Cube Ice	78812701		*
Pelton-Shepherd	Powder Ice	73162816	1148545	*
Pelton-Shepherd	X-Cold Brick	73162815	1126635	*
Pelton-Shepherd	Johnny Plastic Ice	73162814	1128465	*
Pelton-Shepherd	Nutri Ice	98205976		Oct. 2, 2023
Pelton-Shepherd	Vortec Ice	98093601		Jul. 20, 2023
Pelton-Shepherd	Glacier Ice	97548237		Aug. 15, 2022
Pelton-Shepherd	Terra Ice	97548235		Aug. 15, 2022
Pelton-Shepherd	The Green Gel Pack	97548233	7281683	Jan. 16, 2024

\* — indicates dead, abandoned or cancelled trademark