

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI211066

<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>
KINETIQ, INC.		05/03/2024	Corporation: DELAWARE
TELETRAX US HOLDING COMPANY		05/03/2024	Corporation: DELAWARE
IQ MEDIA GROUP LLC		05/03/2024	Limited Liability Company: DELAWARE
TELETRAX USA, INC.		05/03/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	ESCALATE CAPITAL IV, LP		
<b>Street Address:</b>	6300 Bridgepoint Parkway		
<b>Internal Address:</b>	Building 1, Suite 480		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78730		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	381429		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136272574		
<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>	2134579864		
<b>Email:</b>	dkay@mcguirewoods.com		
<b>Correspondent Name:</b>	Don Kay		
<b>Address Line 1:</b>	355 S. Grand Avenue, Suite 4200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	2067509-0109		
<b>NAME OF SUBMITTER:</b>	Donald Kay		
<b>SIGNATURE:</b>	Donald Kay		
<b>DATE SIGNED:</b>	05/03/2024		

OP \$40.00.00 60381429

**Total Attachments: 6**

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**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT AMONG WESTERN ALLIANCE BANK, BORROWERS, AND LENDER DATED AS OF MAY 3, 2024, AS SUCH SUBORDINATION AGREEMENT MAY BE AMENDED, RESTATED, REPLACED, SUPPLEMENTED OR MODIFIED FROM TIME TO TIME**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 3, 2024 by and among KINETIQ, INC., a Delaware corporation ("**Kinetiq**"), TELETRAX US HOLDING COMPANY, a Delaware corporation ("**Teletrax**"), IQ MEDIA GROUP LLC, a Delaware limited liability company ("**iQ Media**") and TELETRAX USA, INC., a Delaware corporation ("**Teletrax USA**" together with Kinetiq, Teletrax and iQ Media, jointly and severally, each a "**Borrower**" and collectively, the "**Borrowers**"), and ESCALATE CAPITAL IV, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and among Lender and Borrowers dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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 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.

*[Signature pages follow]*

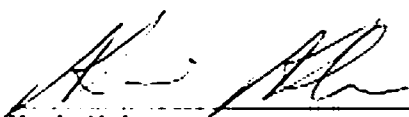
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Addresses of Borrowers:

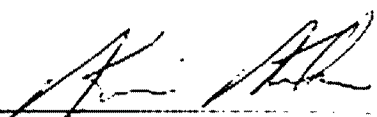
4387 W Swamp Road #93  
Doylestown, PA 18902

**BORROWERS:**

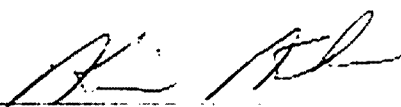
KINETIQ, INC.,  
a Delaware corporation

By:   
Name: Kevin Kohn  
Title: Chief Executive Officer

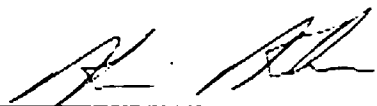
TELETRAX US HOLDING COMPANY,  
a Delaware corporation

By:   
Name: Kevin Kohn  
Title: President

IQ MEDIA GROUP LLC,  
a Delaware limited liability company

By:   
Name: Kevin Kohn  
Title: Chief Executive Officer

TELETRAX USA, INC.,  
a Delaware corporation

By:   
Name: Kevin Kohn  
Title: President

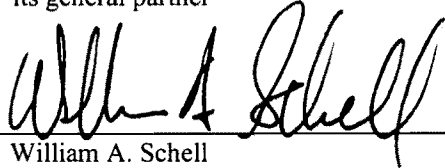
Address of Lender:

6300 Bridgepoint Parkway  
Building 1, Suite 480  
Austin, Texas 78730

**LENDER:**

ESCALATE CAPITAL IV, LP,  
a Delaware limited partnership

By: Escalate Capital GP IV, LLC,  
its general partner

By:   
Name: William A. Schell  
Title: Manager/Member

SCHEDULE A  
Copyrights

None.

SCHEDULE B  
Patents

None.  
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SCHEDULE C  
Trademarks

<u>Borrower</u>	<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
iQ Media Group LLC	IQ MEDIA	381429	7/6/2010