

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5155794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
PLAE, INC.	06/22/2017

RECEIVING PARTY DATA

Name:	AVIDBANK
Street Address:	1732 N 1ST STREET, 6TH FLOOR
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95112

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	D827257
Patent Number:	D827276
Patent Number:	D828682
Patent Number:	D828685
Patent Number:	D826532
Application Number:	29587951
Patent Number:	D826531
Application Number:	29647722
Application Number:	29658910
Application Number:	29658915
Application Number:	29663666

CORRESPONDENCE DATA

Fax Number: (650)644-0520

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.

Phone: 6506483802

Email: patty@pattycheng.com

Correspondent Name: PATTY CHENG

Address Line 1: 2625 MIDDLEFIELD ROAD, SUITE 215

Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	PATTY CHENG
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	09/24/2018
Total Attachments: 5 source=PLAE - IPSA - executed (updated Sep 2018)#page1.tif source=PLAE - IPSA - executed (updated Sep 2018)#page2.tif source=PLAE - IPSA - executed (updated Sep 2018)#page3.tif source=PLAE - IPSA - executed (updated Sep 2018)#page4.tif source=PLAE - IPSA - executed (updated Sep 2018)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 22, 2017 by and between AVIDBANK, a California corporation ("Bank") and PLAE, INC., a Delaware corporation ("Grantor").

RECITALS

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

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

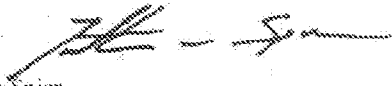
To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

PLAE, INC.

By:  Jonathan Spier

Title: President and Chief Executive Officer

AVIDBANK CORPORATE FINANCE, A
DIVISION OF AVIDBANK

By: 

Title: SVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist ☐

Title

Registration Number

Registration Date

EXHIBIT B

Patents

Title	Serial/ Patent Number	Application/ Issue Date
Upper for shoe with removable strap	D734,015	07/14/15
Upper for shoe with removable straps	D734,014	07/14/15
Upper for shoe with removable strap	D734,013	07/14/15
Upper for shoe with removable strap	D732,282	06/23/15
Interchangeable strap closure system for footwear	13/836,655	03/15/13
Footwear closure system	15/336,094	10/27/16
Footwear closure system	PCT/US16/59136	10/27/16
Insole with suspended mesh surface	PCT/US17/19450	02/24/17
Shoe with removable straps	29/569,528	06/28/16
Upper for shoe with removable straps	DM/092,402	08/02/16
Sandal upper	D796,166	09/05/17
Shoe	D804,785	12/12/17
Upper for shoe with removable straps	D807,006	01/09/18
Upper for shoe with removable straps	D807,007	01/09/18
Upper for shoe	D816,313	05/01/18
Insole with suspended mesh surface	15/442081	02/24/17
Sandal Outsole	D827257	09/04/18
Upper for shoe	D827276	09/04/18
Upper for a shoe	D828682	09/18/18
Upper for a shoe	D828685	09/18/18
Upper for shoe	D826532	08/18/18
Outsole of shoe	29/587951	12/06/16
Upper for shoe	D826531	08/28/18
Hi-top shoe	29/647722	05/15/18
Upper for shoe	29/658910	08/03/18
Upper for shoe	29/658915	08/03/18
Outsole of shoe	29/663666	09/18/18

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
<DESIGN>	87/101,231	07/12/16
THE WORLD IS YOUR PLAYGROUND	87/153,975	08/29/16
SPACEFRAME	87/099,747	07/11/16
<DESIGN>	87/402,952	04/07/17
GROWTH SPURT GUARANTEE	5,142,578	02/14/17
FORM FOLLOWS FUN	86/860,418	12/29/15
<DESIGN>	4,874,688	12/22/15
PLAE	4,870,988	12/15/15
PLAE Character Mark (International)	Various	Various in 2013
PLAE Logo Arrow (International)	Various	Various in 2013