

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5775178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SMARTSIGN LLC	10/11/2019
RECEIVING PARTY DATA	
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC, AS COLLATERAL AGENT
Street Address:	600 FIFTH AVENUE
Internal Address:	24TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10020
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62800755
Patent Number:	10290238
Application Number:	29678869
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<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>	
Phone:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - LAURA FRANCO
Address Line 1:	101 CALIFORNIA STREET
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-5840
ATTORNEY DOCKET NUMBER:	87249/9 IPSA -SMARTSIGN
NAME OF SUBMITTER:	LAURA FRANCO
SIGNATURE:	/Laura Franco/
DATE SIGNED:	10/17/2019
Total Attachments: 8	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 11, 2019 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of October 11, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 2** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the

foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(c) All common law and statutory trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any trade secret and to enjoin or collect damages for the actual or threatened misappropriation of any trade secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit 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 Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SMARTSIGN LLC,
as Grantor

By: 

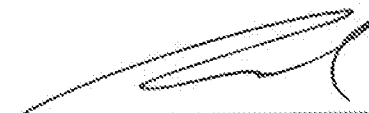
Name: Blair Brewster

Title: President

[Signature Page to Intellectual Property Security Agreement (Patents and Trademarks)]

PATENT
REEL: 050760 FRAME: 0038

**WHITEHORSE CAPITAL MANAGEMENT,
LLC,**
as Collateral Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement (Patents and Trademarks)]

PATENT
REEL: 050760 FRAME: 0039

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

<u>Company</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Assignees</u>
SmartSign LLC	USA	Sign Clip for Chain Link Fence	US10290238B1	7/25/2018	5/14/2019	N/A
SmartSign LLC	USA	A-Frame Sign Stand	62/800.755	N/A	N/A	N/A
SmartSign LLC	USA	A-Frame and A Panel Therefor	29/678,869	1/31/2019	N/A	N/A

SCHEDULE 2 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
SmartSign LLC	USA	SMARTSIGNS	2140838	3/10/1997	3/3/1998	N/A
SmartSign LLC	USA	SMARTSIGN	1784144	11/30/1992	7/27/1993	N/A
SmartSign LLC	USA	LABELLAB	2585656	6/29/1998	6/25/2002	N/A
SmartSign LLC	USA	MYPARKINGPERMIT	3859783	2/18/2010	10/12/2010	N/A
SmartSign LLC	USA	MY ASSET TAG	3859789	2/19/2010	10/12/2010	N/A
SmartSign LLC	USA	MY DOOR SIGN	3859795	2/19/2010	10/12/2010	N/A
SmartSign LLC	USA	XPRESSMATS	3946784	2/23/2010	4/19/2011	N/A
SmartSign LLC	USA	MYSAFETYSIGN.COM	4008886	11/23/2010	8/9/2011	N/A
SmartSign LLC	USA	MY PARKING SIGN	4086361	11/18/2010	1/17/2012	N/A
SmartSign LLC	USA	ALUMIGUARD	4125010	7/21/2011	4/10/2012	N/A
SmartSign LLC	USA	PLIOGUARD	4831543	3/6/2015	10/13/2015	N/A
SmartSign LLC	USA	PERMAGUARD	4831547	3/6/2015	10/13/2015	N/A
SmartSign LLC	USA	FOILGUARD	4836688	3/26/2015	10/20/2015	N/A
SmartSign LLC	USA	FLOORBOSS	4836714	4/1/2015	10/20/2015	N/A

SmartSign LLC	USA	SHOWCASE	4859706	4/27/2015	11/24/2015	N/A
SmartSign LLC	USA	LAWNBOSS	4869760	3/12/2015	12/15/2015	N/A
SmartSign LLC	USA	MYSECURITYSIGN	5022275	1/7/2016	8/16/2016	N/A
SmartSign LLC	USA	MY SECURITY SIGN	5035354	1/7/2016	9/6/2016	N/A
SmartSign LLC	USA	ASSETTIGER	5133796	7/7/2016	1/31/2017	N/A
SmartSign LLC	USA	SMARTSIGN	5145586	6/28/2016	2/21/2017	N/A
SmartSign LLC	USA	BIGBOSS	5390953	6/26/2017	1/30/2018	N/A
SmartSign LLC	USA	ECONOGUARD	5575260	2/23/2018	10/2/2018	N/A
SmartSign LLC	USA	SECURAPASS	5605306	2/23/2018	11/13/2018	N/A
SmartSign LLC	USA	HATHUGGERS	5464366	10/2/2017	5/8/2018	N/A
SmartSign LLC	USA	"camera design"	5713022	7/17/2018	4/2/2019	N/A
SmartSign LLC	USA	MYASSETTAG	5691797	8/30/2018	3/5/2019	N/A
SmartSign LLC	USA	MYDOORSIGN	5691798	8/30/2018	3/5/2019	N/A
SmartSign LLC	USA	MYENGRAVEDSIGN	5691783	8/27/2018	3/5/2019	N/A
SmartSign LLC	USA	MYHARDHATSTICKERS	5691786	8/27/2018	3/5/2019	N/A
SmartSign LLC	USA	MYNAMEBADGES	5709806	8/27/2018	3/26/2019	N/A
SmartSign LLC	USA	MYNAMEPLATES	5709807	8/27/2018	3/26/2019	N/A
SmartSign LLC	USA	MYSAFETYLABELS	88093942	8/27/2018	Pending	N/A

SmartSign LLC	USA	XPRESSTAGS	5691787	8/27/2018	3/5/2019	N/A
SmartSign LLC	USA	MYPARKINGSIGN	5828743	2/4/2019	8/6/2019	N/A
SmartSign LLC	USA	MYSAFETYSIGN	5769799	11/20/2018	6/4/2019	N/A
SmartSign LLC	USA	SIMPLYEXITSIGNS	5769838	12/5/2018	6/4/2019	N/A
SmartSign LLC	USA	XPRESSTABS	88224944	12/11/2018	Pending	N/A
SmartSign LLC	USA	GRAB-A-LABEL	5833576	1/22/2019	8/13/2019	N/A
SmartSign LLC	USA	TWINCAL	5769547	11/1/2018	6/4/2019	N/A
SmartSign LLC	USA	RECYCLEREMINDERS	88093538	8/27/2018	Pending	N/A
SmartSign LLC	USA	SMARTSIGN	2009305	4/15/1994	10/22/1996	N/A