

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5871753

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
BOOSTED, INC.		06/16/2017
RECEIVING PARTY DATA		
Name:	RUTAN & TUCKER, LLP	
Street Address:	611 ANTON BOULEVARD, SUITE 1400	
City:	COSTA MESA	
State/Country:	CALIFORNIA	
Postal Code:	92626	
PROPERTY NUMBERS Total: 15		
Property Type	Number	
Application Number:	15598676	
Application Number:	16460681	
Patent Number:	9266445	
Patent Number:	9399406	
Application Number:	15601938	
Patent Number:	10398962	
Application Number:	16460674	
Patent Number:	10486051	
Application Number:	29634483	
Application Number:	29660800	
Application Number:	16142271	
Application Number:	16142299	
Application Number:	16142336	
Application Number:	62815862	
Application Number:	62915476	
CORRESPONDENCE DATA		
Fax Number:	(714)546-9035	
<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:	7146415100	

Email: patents@rutan.com
Correspondent Name: RUTAN & TUCKER LLP
Address Line 1: 611 ANTON BOULEVARD, SUITE 1400
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	034075-0001
NAME OF SUBMITTER:	THOMAS S. FERRILL
SIGNATURE:	/Thomas S. Ferrill/
DATE SIGNED:	12/17/2019

Total Attachments: 17

source=Boosted_Short_Form_IP_Security_Agreement#page1.tif
source=Boosted_Short_Form_IP_Security_Agreement#page2.tif
source=Boosted_Short_Form_IP_Security_Agreement#page3.tif
source=Boosted_Short_Form_IP_Security_Agreement#page4.tif
source=Boosted_Short_Form_IP_Security_Agreement#page5.tif
source=Boosted_Short_Form_IP_Security_Agreement#page6.tif
source=Boosted_Short_Form_IP_Security_Agreement#page7.tif
source=Boosted_Short_Form_IP_Security_Agreement#page8.tif
source=Boosted_Short_Form_IP_Security_Agreement#page9.tif
source=Boosted_Short_Form_IP_Security_Agreement#page10.tif
source=Boosted_Short_Form_IP_Security_Agreement#page11.tif
source=Boosted_Short_Form_IP_Security_Agreement#page12.tif
source=Boosted_Short_Form_IP_Security_Agreement#page13.tif
source=Boosted_Short_Form_IP_Security_Agreement#page14.tif
source=Boosted_Short_Form_IP_Security_Agreement#page15.tif
source=Boosted_Short_Form_IP_Security_Agreement#page16.tif
source=Boosted_Short_Form_IP_Security_Agreement#page17.tif

SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, (the "IP Security Agreement") by and between Boosted, Inc., a corporation of Delaware, having a principal place of business at 82 Pioneer Way Suite 200, Mountain View, CA, 94041 (the "Borrower") and Rutan & Tucker, LLP, Five Palo Alto Square, 3000 El Camino Real, Suite 200, Palo Alto, CA 94306 (the "Lender").

RECITALS

This IP Security Agreement is a supplement to an Engagement Agreement ("Indenture Agreement" herein after), dated June 16, 2017, by and between the Borrower and Lender. The Indenture Agreement is attached as Exhibit 2.

All capitalized terms not defined herein shall have the definitions ascribed to them in the Indenture Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Indenture Agreement, the definitions, terms or provisions of the Indenture Agreement shall control.

This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO"), which sets forth the Borrower's pledge of its intellectual property as security for the Indebtedness Borrower owes the Lender as set forth in the Indenture Agreement.

GRANT OF SECURITY INTEREST

The Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by the Borrower, including without limitation all patents, trademarks, and copyrights as set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively the "IP Collateral").

Specifically, in section 2e of the Indenture Agreement, Borrower authorizes and agrees to Lender being a secured party to file a lien on the IP Collateral to create a security interest under article 9 of the Uniform Commercial Code.

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Loan Agreement are restated and incorporated herein by reference.

Signatures appear in the Indenture Agreement in Exhibit 2, as dated and agreed to on June 16, 2017.

Exhibit 1

List of Patents

U.S. Pending and Issued Patents

LIGHTWEIGHT TRANSPORT VEHICLE

Patent Application Serial Number: 15/598,676

Filing Date: May 18, 2017

LIGHTWEIGHT TRANSPORT VEHICLE

Patent Application Serial Number: 16/460,681

Filing Date: July 2, 2019

DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES

Patent Application Serial Number: 14/212,606

Filing Date: March 14, 2014

Patent Number: 9,266,445

Grant Date: February 23, 2016

DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES

Patent Application Serial Number: 14/994,506

Filing Date: January 13, 2016

Patent Number: 9,399,406

Grant Date: July 26, 2016

DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES

Patent Application Serial Number: 15/601,938

Filing Date: May 22, 2017

ELECTRICALLY POWERED TRANSPORT VEHICLE WITH A LIGHTING SYSTEM

Patent Application Serial Number: 15/893,126

Filing Date: February 9, 2018

Patent Number: 10,398,962

Grant Date: September 3, 2019

ELECTRICALLY POWERED TRANSPORT VEHICLE WITH A LIGHTING SYSTEM

Patent Application Serial Number: 16/460,674

Filing Date: July 2, 2019

A BACKPACK FOR A PERSONAL TRANSPORT VEHICLE

Patent Application Serial Number: 15/877,201

Filing Date: January 22, 2018

Patent Number: 10,486,051

Grant Date: November 26, 2019

ORNAMENTAL DESIGN FOR A BACKPACK FOR AN ELECTRIC PERSONAL
TRANSPORT VEHICLE

Patent Application Serial Number: 29/634,483

Filing Date: January 22, 2018

ORNAMENTAL DESIGN FOR AN ELECTRIC POWERED PERSONAL TRANSPORT
VEHICLE WITH LIGHTS

Patent Application Serial Number: 29/660,800

Filing Date: August 22, 2018

A COMPOSITE BOARD TO SUPPORT A WEIGHT OF A USER OF A PERSONAL
TRANSPORTATION VEHICLE

Patent Application Serial Number: 16/142,271

Filing Date: September 26, 2018

BATTERY AND OTHER IMPROVEMENTS FOR A PERSONAL TRANSPORTATION
VEHICLE

Patent Application Serial Number: 16/142,299

Filing Date: September 26, 2018

A SYSTEM TO SUPPORT MULTIPLE BATTERY PACKS OF DIFFERENT CAPACITY
AND A SENSOR SYSTEM

Patent Application Serial Number: 16/142,336

Filing Date: September 26, 2018

A LIGHT ELECTRIC VEHICLE

Patent Application Serial Number: 62/815,862

Filing Date: March 8, 2019

AN IMPROVED ELECTRIC PERSONAL TRANSPORT VEHICLE

Patent Application Serial Number: 62/915,476

Filing Date: October 15, 2019

Exhibit 2 (the Indenture Agreement)

RUTAN
ATTORNEYS AT LAW

Rutan & Tucker, LLP | Five Palo Alto Square, 3000 El Camino Real, Suite 200
Palo Alto, CA 94306-9814 | 650-320-1500 | Fax 650-320-9905
Orange County | Palo Alto | www.rutan.com

June 16, 2017

Via Electronic Mail

christy@boostedboards.com

Mr. John Ulmen
CEO
Boosted Boards, Inc.
539 Bryant Street, Suite 210
San Francisco, CA 94107-1269

Re: Engagement for Representation In Connection With Intellectual Property Legal Services

Dear John,

Rutan & Tucker LLP ("the firm", "Rutan") is very pleased that you, the client, (Boosted Boards, Inc.) ("the Client") have decided to give Rutan the opportunity to serve your legal needs. This letter sets forth the basic terms upon which the Client has engaged our firm to represent it in connection with intellectual property matters, specifically, advisory, prosecution, and administrative support to you in connection with patent matters, including the anticipated scope of our services and the billing policies and practices that will apply. It has been our experience that a letter such as this is useful both to our clients and to the firm.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

e. Lien on Patent Applications and Patents. If you the Client do not pay fees, costs and/or charges associated with the Patent Applications and Patents, that you the

Client request our legal help to create or prosecute or maintain, then you the Client agree that the firm may file a lien on the Patent Applications and Patents. This makes sense because without the firm's efforts to create, prosecute, or maintain these Patent Applications and Patents that you the Client request our legal help on, then there would not be any property to place a lien on. Accordingly, the Client authorizes the firm as a secured party to place and file a lien on these Patent Applications and Patents to create a security interest under article 9 of the Uniform Commercial Code. The Client as a potential debtor expresses that it has the right to put the Intellectual Property of the Patent and Patent Applications up for collateral. In addition, in the situation that commonly happens, the Client as a potential debtor expresses that it will ensure that it has the right to put the Intellectual Property of the Patent and Patent Applications up for collateral, even when the Client has directed that the Patent's or Patent Application's ownership rights be assigned to a third party affiliated company of the Client, such as a parent or holding company. In this case, the Client as potential debtor has some interest in the intangible collateral of the Patents or Patent Applications (but not necessarily ownership) in this intangible collateral; however, is still directing the obligations associated with this intangible collateral. Client and the firm agree that this Engagement Letter acts as a contract between the Client and the firm that the firm will hold a security interest in these Patent Applications and Patents, whose details can be directly traced from the firm's invoice identifying both 1) the amount of unpaid fees, costs and/or charges associated with a specific Patent Application or Patent; and 2) identifying details of that Patent Application or Patent, which can then be used to further show the details of the Patent or Patent Application at issue via the publicly available records at the United States Patent and Trademark Office. The lien will be released 1) upon full payment of the unpaid fees, costs and/or charges associated with a specific patent application or patent; or 2) upon express written agreement to release the lien by an authorized representative of the firm.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This agreement constitutes the complete and entire agreement between the Client and us relating to the subject matter of this agreement, and there are no other agreements, inducements, promises, representations, or understandings, oral or otherwise.

This agreement cannot be modified, except pursuant to a written document signed by the Client and the firm.

Conclusion. We are delighted to be asked to provide legal services to the Client, and we are looking forward to working with you. Should the Client ever wish to discuss any matter relating to this representation, please do not hesitate to call me directly or to speak to one of our other attorneys who is familiar with the Client's matters.

Sincerely,

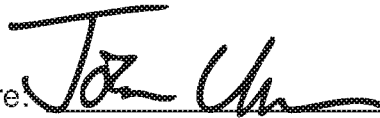
Rutan & Tucker LLP

/Thomas Ferrill/

Thomas S. Ferrill

APPROVED AND AGREED TO:

Signature.



Signer's Name Printed: John Ulmen

Date: June 16, 2017

TSF/st