

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5890182

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	KUIU, LLC	12/30/2019
RECEIVING PARTY DATA		
Name:	EAST WEST BANK	
Street Address:	135 N. LOS ROBLES AVE.	
Internal Address:	3RD FLOOR	
City:	PASADENA	
State/Country:	CALIFORNIA	
Postal Code:	91101	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	9095203	
Patent Number:	8740028	
Patent Number:	9364072	
Patent Number:	9636875	
Application Number:	16003603	
Application Number:	62874286	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	lvincent@mcguirewoods.com	
Correspondent Name:	LIAM VINCENT	
Address Line 1:	1750 TYSONS BLVD	
Address Line 2:	#1800	
Address Line 4:	TYSONS, VIRGINIA 22102	
ATTORNEY DOCKET NUMBER:	2075948-0013	
NAME OF SUBMITTER:	LIAM VINCENT	
SIGNATURE:	/Liam Vincent/	
DATE SIGNED:	12/31/2019	

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of December 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement") is made by KUIU, LLC, a Delaware limited liability company (the "Grantor") in favor and EAST WEST BANK, as the administrative agent (in such capacity, the "Agent") for the lenders party to that certain Credit Agreement dated as of the date hereof among the Grantor, the several banks and other lenders from time to time party thereto (the "Lenders", and collectively with the Agent, the "Secured Parties"), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement")

Reference also is made to that certain Guarantee and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor and the other parties from time party thereto in favor of the Agent for the benefit of the Secured Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Patent Security Agreement and the grant of security interests to the Agent as herein provided. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Patent Security Agreement in order to induce the Lenders to extend such credit.

AGREEMENT

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions; Construction. Terms defined in the Credit Agreement and not otherwise defined in this Patent Security Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the UCC and not otherwise defined in this Patent Security Agreement or in the Credit Agreement shall have the meanings defined for those terms in the UCC. This Patent Security Agreement is an Intellectual Property Security Agreement referred to in the Credit Agreement. This Patent Security Agreement is also one of the "Loan Documents" referred to in the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement shall apply to this Patent Security Agreement.

2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following assets and properties, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) letters patent, design patents, utility patents, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, including those letters patent, design patents, utility patents, other patents, patent applications and patent license agreements listed on (the "Patents");

(b) licenses pertaining to any Patent whether the Grantor is a licensor or licensee (other than any such license for commercially off-the-shelf software);

(c) the reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; and

(d) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the foregoing at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, rights to sue for past, present and future infringements of the foregoing, all goodwill of the Grantor related thereto, and any and all proceeds of any of the foregoing, including, but not limited to, any and all proceeds of licensing thereof.

3. Security for Obligations. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor, to the Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

5. Authorization to Supplement. If the Grantor shall obtain rights to any new Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall provide notice in writing to the Agent with respect to any such new Patents as required by the Credit Agreement and/or the Security Agreement. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Any signature delivered by a party via facsimile or other electronic transmission shall be deemed to be an original signature.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement by its duly authorized representative as of the date first date written above.

GRANTOR:

Address of Grantor:

1920 N. Lincoln Street, #101
Dixon, CA 95620

KUIU, LLC,
a Delaware limited liability company

By: 

Name: Lawrence D. Writer II

Title: Chief Financial Officer

PATENT SECURITY AGREEMENT
(KUIU, LLC)
Signature Page

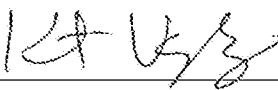
PATENT
REEL: 051394 FRAME: 0906

Address of Lender:

135 N. Los Robles Ave., 3rd Floor
Pasadena, CA 91101
Attn: Keith Vogelgesang

AGENT:

EAST WEST BANK

By: 
Name: Keith Vogelgesang
Title: Director, Capital Markets

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Owner	Title	Patent No.	Issue Date
KUIU, LLC	Unitary Composite Backpack Frame With Upper Stays	9,095,203	08-04-15
KUIU, LLC	Backpack Frame	8,740,028	06-03-14
KUIU, LLC	Backpack Frame	9,364,072	06-14-16
KUIU, LLC	Methods for Making a Composite Backpack Frame	9,636,875	05-02-17

Patent Applications

Owner	Title	Application No.	Application Date
KUIU, LLC	Backpack Frame	16/003,603	06-08-18
KUIU, LLC	Reconfigurable Cases For Portable Hand-Held Devices and Methods (Bino Harness)	62/874,286	07-15-19