

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6087117

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ERIC YOHAN KNIPE	08/30/2019
X2 GROUP, INC.	08/30/2019
STRONG ARM GROUP, LLC	08/30/2019
RECEIVING PARTY DATA	
Name:	AMERICAN FINANCIAL CENTER, INC.
Street Address:	14930 VENTURA BLVD.
Internal Address:	SUITE 320
City:	SHERMAN OAKS
State/Country:	CALIFORNIA
Postal Code:	91403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8231720
CORRESPONDENCE DATA	
Fax Number:	(818)382-3433
<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:	8183823434
Email:	leropkin@laklawyers.com
Correspondent Name:	LORI E. EROPKIN, ESQ.
Address Line 1:	15303 VENTURA BLVD.
Address Line 2:	SUITE 1650
Address Line 4:	SHERMAN OAKS, CALIFORNIA 91403
ATTORNEY DOCKET NUMBER:	2968-003
NAME OF SUBMITTER:	LORI EROPKIN
SIGNATURE:	/Lori Eropkin/
DATE SIGNED:	04/30/2020
Total Attachments: 6	
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INTELLECTUAL PROPERTY, TRADEMARK & PATENT SECURITY AGREEMENT

This INTELLECTUAL PROPERTY, TRADEMARK & PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made as of August 30, 2019, by and among X2 GROUP, INC., a Delaware corporation ("X2"), STRONG ARM GROUP LLC, a Nevada limited liability company ("Strong Arm"), ERIC YOHAN KNIPE, an individual resident of California ("Knipe") (collectively X2, Strong Arm and Knipe are referred to herein as the "Grantors"), in favor of AMERICAN FINANCIAL CENTER, INC. d/b/a Ocean Capital Factors a California corporation, as the lender (in such capacity, together with its successors and permitted assigns, "Lender").

Recitals

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantor and Lender, Lender has agreed to make certain loans and other financial accommodations for the benefit of the Borrower.

WHEREAS, This IP Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office ("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 Loan Agreement and all other Loan Documents

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Borrower's Obligations, Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following General Intangibles, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"):

(a) all of Grantors' Patents and Patent Intellectual Property Licenses to which it is a party including the issued Patents and Patent applications referred to on Schedule 1;

(b) all of Grantors' Trademarks, Tradenames, Service marks and Trademark Licenses to which Grantors are a party including, but not limited to, the registered Trademarks, Tradename, Service marks and applications thereof referred to on Schedule 2;

(c) all divisionals, continuations, continuations-in-part, extensions, reissues, reexaminations, or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by each of the Grantors against third parties for past, present or future infringement of any IP Collateral or IP Collateral Licenses, exclusively licensed under any Intellectual Property License, including the right

to receive damages, or right to receive license fees, royalties, and other compensation under any IP Collateral or IP Collateral License.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. 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.

4. AGREEMENT. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests in the Collateral granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts.

6. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Patent Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns.

8. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of California.

9. FORUM SELECTION AND CONSENT TO JURISDICTION. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL, IN LENDER'S SOLE DISCRETION, BE BROUGHT AND MAINTAINED EXCLUSIVELY IN ANY STATE OR FEDERAL COURT LOCATED IN LOS ANGELES COUNTY, STATE OF CALIFORNIA; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN LOS ANGELES COUNTY, STATE OF CALIFORNIA FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY ANY NATIONALLY RECOGNIZED COURIER OR BY PERSONAL SERVICE. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.


10. WAIVER OF JURY TRIAL. EACH GRANTOR AND LENDER, AFTER

CONSULTING WITH OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, THE COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH LENDER AND THE BORROWER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.


[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


STRONG ARM GROUP, LLC,
a Nevada limited liability company

By: 
Name: Eric Yohan Knipe
Title: Manager and President

X2 GROUP, INC.,
Delaware corporation

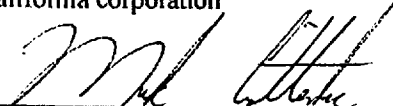
By: 
Name: Eric Yohan Knipe
Title: President

ERIC YOHAN KNIPE


Name: Eric Yohan Knipe

ACCEPTED AND ACKNOWLEDGED BY:


AMERICAN FINANCIAL CENTER, INC.,
a California corporation

By: 
Name: Mark Kittenden
Title: President

SCHEDULE 1
to
IP SECURITY AGREEMENT

PATENT	PATENT NUMBER	ISSUE DATE
<i>Moldwash formulations</i>	<i>US 7007/0161532 A1</i>	<i>7.12.07</i>

SCHEDULE 2
to
IP SECURITY AGREEMENT

TRADEMARK	MARK NUMBER	ISSUE DATE
F10-X 	85724138	7.30.13
	Reg. #	
	4374991	