

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6404181

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BOOSTED, INC.	05/06/2019
RECEIVING PARTY DATA		
Name:	OCEAN II PLO LLC	
Street Address:	3555 ALAMEDA DE LAS PULGAS	
Internal Address:	SUITE 205	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94025	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16811989
CORRESPONDENCE DATA		
Fax Number:	(312)876-7934	
<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:	2024967500	
Email:	mlaip@dentons.com, kevin.greenleaf@dentons.com, monet.noel@dentons.com	
Correspondent Name:	DENTONS US LLP	
Address Line 1:	1900 K STREET, N.W.	
Address Line 4:	WASHINGTON, D.C. 20006	
ATTORNEY DOCKET NUMBER:	15799083-000172	
NAME OF SUBMITTER:	MONET NOEL	
SIGNATURE:	/Monet Noel/	
DATE SIGNED:	11/16/2020	
Total Attachments: 13		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is made as of May 6, 2019 (this "IP Security Agreement"), by and between **Boosted, Inc.**, a Delaware corporation ("Debtor"), and **Ocean II PLO LLC**, a Delaware limited liability company, as collateral agent and administrative agent on behalf of the Lenders (defined below) ("Agent").

RECITALS

A. Agent, Debtor and the Lender(s) party thereto are entering into that certain Loan and Security Agreement dated even date hereof (as the same may be modified, amended, supplemented, restated or superseded from time to time, the "Loan Agreement") whereby Lender is to provide one or more Advances and other financial accommodations to Debtor pursuant to the terms of the Loan Agreement. Terms not defined herein shall the meanings ascribed to them in the Loan Agreement.

B. It is a condition precedent to the effectiveness of the Loan Agreement that the parties hereto shall have executed and delivered this IP Security Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance of all of Debtor's present or future Obligations under the Loan Documents, Debtor hereby grants Agent, for itself and the benefit of Lenders, a security interest in and to Debtor's entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired or held by Debtor (all of which shall collectively be called the "IP Collateral"):

a. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, including, without limitation, those set forth on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Copyrights").

b. Any and all trade secrets;

c. Any and all design rights which may be available to Debtor;

d. All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on **Exhibit B** attached hereto and incorporated herein by this reference (collectively, the "Patents");

e. Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto and incorporated herein by this reference (collectively, the "Trademarks");

f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

h. All amendments, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

i. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, in no event shall the IP Collateral include: (a) any lease, license, contract, property rights or agreement to which Debtor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9406, 9407, 9408 or 9409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that the IP Collateral shall include and such security interest shall attach immediately (x) at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above and (y) to any all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing such lease, licenses, contract, property right or agreement; or (b) any intent-to use Trademark applications prior to the filing of a "Statement of Use", "Amendment to Allege Use" or similar filing with regard thereto, to the extent and solely during the period, in which the grant of a security interest therein may impair the validity or enforceability of any Trademark that may issue from such intent to use Trademark application under applicable law. The security interest granted pursuant to this IP Security Agreement shall automatically terminate when the security interest granted to Agent pursuant to the Loan Agreement terminates, including in connection with a Permitted Transfer, and Agent shall, at Debtor's request and expense, execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the security interest granted under this IP Security Agreement and shall execute and deliver to Debtor such other documents as Debtor shall reasonably request to evidence such termination.

2. AUTHORIZATION AND REQUEST. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

3. COVENANTS AND WARRANTIES. Debtor represents, warrants, covenants and agrees as of the Closing Date as follows:

a. Debtor is now the sole owner of the IP Collateral, except for licenses granted by Debtor to its customers or other third parties in the ordinary and normal course of business, and except for intellectual property licensed to Debtor by third parties, in each case as permitted under the Loan Agreement;

b. Performance of this IP Security Agreement will not cause an event of default of any agreement to which Debtor is a party or by which Debtor is bound;

c. During the term of this IP Security Agreement, Debtor will not Transfer the IP Collateral, except for Permitted Transfers;

d. To its knowledge, each of the Patents that is material to the Debtor's business is valid and enforceable, and no part of the IP Collateral that is material to the Debtor's business has been judged invalid or unenforceable, in whole or in part, and no claim has been made to Debtor that any part of the IP Collateral violates the rights of any third party;

e. Debtor shall (i) protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks material to Debtor's business in the ordinary course of business and in Debtor's good faith judgment, (ii) use commercially reasonable efforts in the ordinary course of business to detect infringements of the Copyrights, Patents and Trademarks and promptly advise Agent in writing of material infringements detected in material registered Copyrights, Patents and Trademarks and (iii) not allow any registered Copyrights, Patents or Trademarks material to Debtor's business to be abandoned, forfeited or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;

f. Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the IP Collateral;

g. This IP Security Agreement creates, and in the case of after acquired IP Collateral, this IP Security Agreement will create at the time Debtor first has rights in such after acquired IP Collateral, in favor of Agent a valid and perfected first priority security interest in the IP Collateral in the United States securing the payment and performance of all Obligations of Debtor to Agent under the Loan Documents, upon making the filings referred to in **Section 3.h.** below and subject only to Permitted Liens;

h. To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark office with respect to the Patents and Trademarks, (2) the Register of Copyrights with respect to the Copyrights and (3) the UCC Division of the Delaware Secretary of State, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Security Agreement by Debtor in the United States or (b) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder;

i. All information heretofore, herein or hereafter supplied to Agent by or on behalf of Debtor with respect to the IP Collateral is accurate and complete in all material respects; and

j. Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interests in any property included within the definition of the IP Collateral acquired under such contracts.

4. AGENT'S RIGHTS. Agent shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this IP Security Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor. Debtor shall reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this **Section 4.**

5. FURTHER ASSURANCES; ATTORNEY IN FACT.

a. At any time and from time to time Debtor shall execute and deliver such further instruments and take such further action as may reasonably be requested by Agent to effect the purposes of this Agreement.

b. Debtor hereby irrevocably appoints Agent as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, (i) to modify, in its reasonable discretion upon updates to same, Exhibit A, Exhibit B or Exhibit C of this IP Security Agreement without first obtaining Debtor's approval or signature to such modification by amending hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Debtor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, exercise its remedies as a secured creditor under all applicable law.

6. EVENTS OF DEFAULT. Debtor's breach of this IP Security Agreement or the occurrence of an Event of Default under the Loan Agreement shall constitute an "Event of Default" under this IP Security Agreement.

7. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under applicable law, including, without limitation, the right to require Debtor to assemble the IP Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at a place designated by Agent. Agent shall have a nonexclusive, royalty free

license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Agent to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Debtor will pay any Lender Expenses incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including, without limitation, any expense incurred in disposing of the IP Collateral. All of Agent's rights and remedies with respect to the IP Collateral shall be cumulative.

8. INDEMNITY. Debtor agrees that **Section 10.3** of the Loan Agreement also applies to this IP Security Agreement, mutatis mutandis.

9. NO FAILURE OR DELAY. No failure or delay on the part of Agent, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

10. ATTORNEYS' FEES. If any action relating to this IP Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. AMENDMENTS. This IP Security Agreement may be amended only by a written instrument signed by Agent and Debtor, except amendments made pursuant to **Section 5.b.(i)** hereto.

12. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by telecopy or other electronic imaging means (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart.

13. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

a. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF DEBTOR AND AGENT HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA. BORROWER AND AGENT EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THIS IP SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS IP SECURITY AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

b. IF THE FOREGOING JURY TRIAL WAIVER IS FOR ANY REASON UNENFORCEABLE, THE PARTIES AGREE TO RESOLVE ALL CLAIMS, CAUSES AND DISPUTES THROUGH JUDICIAL REFERENCE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 638 ET SEQ., BEFORE A MUTUALLY ACCEPTABLE REFEREE IN SAN MATEO COUNTY SITTING WITHOUT A JURY OR, IF THE PARTIES CANNOT AGREE ON A REFEREE, THEN ONE APPOINTED BY THE PRESIDING JUDGE OF THE CALIFORNIA SUPERIOR COURT FOR SAN MATEO COUNTY, CALIFORNIA. NOTHING IN THIS SECTION SHALL RESTRICT A PARTY FROM EXERCISING PRE-JUDGMENT REMEDIES OR ITS RIGHTS UNDER THE CODE.


14. CONFLICT. In the event of a conflict between any term and/or provision contained in this IP Security Agreement with any term and/or provision contained in any of Loan Agreement, the term and/or provision of the Loan Agreement shall govern unless otherwise determined by Agent.

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IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

DEBTOR:

BOOSTED, INC.
a Delaware corporation

By: 
Name: Jeff Rasek
Title: CEO

AGENT:

OCEAN II PLO LLC
BY: STRUCTURAL CAPITAL MANAGEMENT II, LP
ITS: MANAGER

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

DEBTOR:

BOOSTED, INC.

a Delaware corporation

By: _____

Name: _____


Title: _____

AGENT:

OCEAN II PLO LLC

BY: STRUCTURAL CAPITAL MANAGEMENT II, LP

ITS: MANAGER

By: 

Name: Lawrence Gross

Title: Managing Partner

Exhibit A
COPYRIGHTS

REGISTERED COPYRIGHTS:

None.

APPLICATIONS:

None.

Exhibit B**U.S. AND NON U.S. PATENTS AND PATENT APPLICATIONS****ISSUED PATENTS:**

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES	9,399,406	Jan 13, 2016	U.S.	--
DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES	9,266,445	Mar 14, 2014	U.S.	--

APPLICATIONS:

Name of Patent	Application Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
LIGHTWEIGHT TRANSPORT VEHICLE	15/598,676	May 18, 2017	U.S.	--
DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES	14769572.0/EP2969642	Mar 14, 2014	Europe	--
DYNAMIC CONTROL FOR LIGHT ELECTRIC VEHICLES	15/601,938	May 22, 2017	U.S.	--
A BACKPACK FOR A PERSONAL TRANSPORT VEHICLE	15/877,201	Jan. 22, 2018	U.S.	--
ORNAMENTAL DESIGN FOR A BACKPACK FOR AN ELECTRIC PERSONAL TRANSPORT VEHICLE	29/634,483	Jan. 22, 2018	U.S.	--
ORNAMENTAL DESIGN FOR AN ELECTRIC POWERED	29/660,800	Aug. 22, 2018	U.S.	--

Name of Patent	Application Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
PERSONAL TRANSPORT VEHICLE WITH LIGHTS				
ORNAMENTAL DESIGN FOR AN ELECTRIC POWERED PERSONAL TRANSPORT VEHICLE WITH LIGHTS	186189	Feb. 22, 2019	Canada	--
ORNAMENTAL DESIGN FOR AN ELECTRIC POWERED PERSONAL TRANSPORT VEHICLE WITH LIGHTS	2019300608237	Feb. 3, 2019	China	--
ORNAMENTAL DESIGN FOR AN ELECTRIC POWERED PERSONAL TRANSPORT VEHICLE WITH LIGHTS	006262671-0001	Feb. 20, 2019	Europe	--
A COMPOSITE BOARD TO SUPPORT A WEIGHT OF A USER OF A PERSONAL TRANSPORTATION VEHICLE	16/142,271	Sep. 26, 2018	U.S.	--
BATTERY AND OTHER IMPROVEMENTS FOR A PERSONAL TRANSPORTATION VEHICLE	16/142,299	Sep. 26, 2018	U.S.	--
A SYSTEM TO SUPPORT MULTIPLE BATTERY PACKS OF DIFFERENT CAPACITY AND A SENSOR SYSTEM	16/142,336	Sep. 26, 2018	U.S.	--

Name of Patent	Application Number	Date of Filing	Jurisdiction of Filing	Name of patent holder if other than Borrower
A LIGHT ELECTRIC VEHICLE	62/815,862	Mar. 8, 2019	U.S.	--

Exhibit C

U.S. AND NON U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS:

Trademark	Type	Registration Number	Registration Date	Country
BOOSTED	Int'l Class 12: Electronically motorized skateboards	5,425,205	March 13, 2018	USA
BOOSTED	Int'l Class 28: Skateboards	5,425,204	March 13, 2018	USA
BOOSTED BOARDS	Int'l Class 12: Electronically motorized skateboards; motorized longboard skateboards	5,396,610	February 6, 2018	USA
BOOSTED	Int'l Class 12: Motorized skateboards; motorized longboard skateboards; scooters; motorized scooters; bicycles; motorized bicycles; mopeds; motorcycles; and accessories for all the foregoing	1865196	January 1, 2018	Australia
BOOSTED	Int'l Class 12: Motorized skateboards; motorized self-propelled, wheeled personal mobility and transportation devices, namely scooters, carts, wheelchairs, skateboard, longboard skateboards and chariots; bags for motorized skateboards; harness specially adapted for carrying motorized skateboards; parts and fittings for all the aforesaid goods. Int'l Class 28: Skateboards; protective safety pads for use with skateboards; gymnastic and sporting articles not included in other classes; skates; sporting articles for use in skateboarding; skateboard wheels sold separately and as a unit; parts and fittings for all the aforesaid goods.	016848553	October 6, 2017	European Community

Trademark	Type	Registration Number	Registration Date	Country
	Int'l Class 39: Rental of skateboards, scooters, bicycles, mopeds, and motorcycles; leasing and rental of motorized, self-propelled, wheeled personal mobility devices, namely, wheelchairs, scooters, skateboards, utility carts and chariots; leasing and rental of transportation devices and vehicles; arrangement of transport; storage and delivery of transportation devices, including motorized and unmotorized skateboards; information and advisory services relating to the foregoing.			
BOOSTED	Int'l Class 12: Motorized skateboards; motorized longboard skateboards; scooters; motorized scooters; bicycles; motorized bicycles; mopeds; motorcycles; accessories for all of the aforesaid goods. Int'l Class 28: Skateboards, longboard skateboards.	1073564	October 30, 2018	New Zealand

APPLICATIONS:

Trademark	Type	Application Date	Publication Date	Application Number	Country
BOOSTED	Int'l Class 12: Electronically motorized vehicles, namely skateboards, longboard skateboards, scooters, bicycles, unicycles, carts, tricycles, mopeds and motorcycles; motor scooters; bicycles; mopeds; motorcycles; motorized roller-skates; motorized golf carts; parts and accessories for all of the foregoing	January 24, 2019	--	88/274,116	USA
BOOSTED MINI	Int'l Class 12: Electronically motorized skateboards	March 28, 2018	September 11, 2018	87/853,555	USA
OWN YOUR COMMUTE	Int'l Class 12: Electronically motorized skateboards	December 22, 2018	--	88/240,224	USA
STEALTH	Int'l Class 12: Electronically motorized skateboards	March 28, 2018	August 21, 2018	87/853,551	USA
BOOSTED	Int'l Class 12: skateboards (vehicles), motorized skateboards (vehicles), longboard skateboards (vehicles) and motorized longboard skateboards (vehicles). Int'l Class 28: Skateboards; longboard skateboards.	January 23, 2019	--	304810879	Hong Kong