

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6533158

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the UPDATING THE DESCRIPTION OF THE COLLATERAL previously recorded on Reel 052269 Frame 0418. Assignor(s) hereby confirms the SECURITY INTEREST.	
RESUBMIT DOCUMENT ID:	506388294	
CONVEYING PARTY DATA		
Name		Execution Date
GACW INCORPORATED		11/24/2020
RECEIVING PARTY DATA		
Name:	WHEELS INVESTMENT, LLC	
Street Address:	1507 THE OAKS DRIVE	
City:	MAITLAND	
State/Country:	FLORIDA	
Postal Code:	32751	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Patent Number:	9399370	
Application Number:	16237462	
Application Number:	16237478	
Application Number:	16383169	
Application Number:	16383204	
Application Number:	16596302	
Application Number:	16237426	
Application Number:	16237451	
Application Number:	16237486	
Application Number:	16237500	
Application Number:	62850240	
CORRESPONDENCE DATA		
Fax Number:	(205)244-5714	
<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:	205-458-5284	
Email:	ip-docket@burr.com	
Correspondent Name:	INDIA E. VINCENT, ESQ.	

Address Line 1: 420 20TH ST N
Address Line 2: SUITE 3400
Address Line 4: BIRMINGHAM, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	003240.0000001
NAME OF SUBMITTER:	INDIA E. VINCENT
SIGNATURE:	/India E. Vincent/
DATE SIGNED:	02/04/2021

Total Attachments: 12

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source=IP Security Agreement Short Form (Executed)#page1.tif
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6039126

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	GACW INCORPORATED	02/25/2020
RECEIVING PARTY DATA		
Name:	WHEELS INVESTMENT, LLC	
Street Address:	1507 THE OAKS DRIVE	
City:	MAITLAND	
State/Country:	FLORIDA	
Postal Code:	32751	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Application Number:	14499460	
Application Number:	16237462	
Application Number:	16237478	
Application Number:	16383169	
Application Number:	16383204	
Application Number:	16596302	
Application Number:	16237426	
Application Number:	16237451	
Application Number:	16237486	
Application Number:	16237500	
Application Number:	62850240	
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>		
Phone:	2054585165	
Email:	ip-docket@burr.com	
Correspondent Name:	BROOKE R. WATSON, ESQ.	
Address Line 1:	420 20TH ST N	
Address Line 2:	SUITE 3400	
Address Line 4:	BIRMINGHAM, ALABAMA 35203	

ATTORNEY DOCKET NUMBER:	0032340.0000001
NAME OF SUBMITTER:	BROOKE R. WATSON
SIGNATURE:	/Brooke R. Watson/
DATE SIGNED:	03/31/2020
Total Attachments: 4 source=IP Security Agreement Short Form (Executed)#page1.tif source=IP Security Agreement Short Form (Executed)#page2.tif source=IP Security Agreement Short Form (Executed)#page3.tif source=IP Security Agreement Short Form (Executed)#page4.tif	

EXHIBIT "6"
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Short Form)

This Intellectual Property Security Agreement, is entered into this 25th day of February, 2020 (the "IP Security Agreement") by and between GACW Incorporated, an Arizona corporation, 3100 West Ray Road, Chandler, Arizona 85226 (the "Debtor") and Wheels Investment, LLC, 1507 The Oaks Drive, Maitland, Florida 32751 (the "Secured Party").

RECITALS

This IP Security Agreement is a supplement to that certain Agreement, dated as of the date hereof, by and between the Debtor and Secured Party (the "Agreement") and that certain Secured Promissory Note, dated as of the date hereof, by Debtor in favor of Secured Party (the "Secured Promissory Note").

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") and the US Copyright Office, which sets forth the Debtor's pledge of its intellectual property as security for the indebtedness Debtor owes the Secured Party as set forth in the Agreement, the Secured Promissory Note and all other documents, instruments and agreements executed in connection therewith.

GRANT OF SECURITY INTEREST

The Debtor hereby grants to the Secured Party a security interest in and lien on all of the intellectual property assets owned by the Debtor, including without limitation all patents, trademarks and copyrights 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 Debtor 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").

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 Agreement and related documents are restated and incorporated herein by reference.

[Remainder of the page is blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

THE DEBTOR

GACW INCORPORATED

Zoltan Kemeny
Its President

THE SECURED PARTY

WHEELS INVESTMENT, LLC

Mark Keenan
Its Manager

[Signature page to IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as of the day and year first above written.

THE DEBTOR

GACW INCORPORATED

Zoltan Kemeny
Its President

THE SECURED PARTY

WHEELS INVESTMENT, LLC


Mark Keenan
Its Manager

[Signature page to IP Security Agreement]

Exhibit 1

List of Patents

<u>Application Number</u>	<u>Country</u>	<u>Date Filed</u>	<u>Publication No.</u>	<u>Patent No.</u>
14/499,460	USA	09/29/2014	US-2015-0090379-A1	9,399,370
16/237,462	USA	12/31/2018	US-2020-0023678-A1	N/A
16/237,478	USA	12/31/2018	US-2020-0023680-A1	N/A
16/383,169	USA	04/12/2019	US-2020-0023682-A1	N/A
16/383,204	USA	04/12/2019	US-2020-0023679-A1	N/A
16/596,302	USA	10/08/2019		N/A
16/237,426	USA	12/31/2018	US-2020-0023676-A1	N/A
16/237,451	USA	12/31/2018	US-2020-0023677-A1	N/A
16/237,486	USA	12/31/2018	US-2020-0023681-A1	N/A
16/237,500	USA	12/31/2018	US-2020-0023675-A1	N/A
62/850,240	USA	05/20/2019	N/A	N/A
PCT/US2019/041761	International	07/15/2019	WO 2020/018400	N/A
PCT/US2019/041763	International	07/15/2019	WO 2020/018401	N/A
PCT/US2019/041772	International	07/15/2019	WO 2020/018407	N/A
PCT/US2019/041774	International	07/15/2019	WO 2020/018409	N/A
PCT/US2019/066521	International	12/16/2019		N/A
PCT/US2019/041764	International	07/15/2019	WO 2020/018402	N/A
PCT/US2019/041766	International	07/15/2019	WO 2020/018403	N/A
PCT/US2019/041769	International	07/15/2019	WO 2020/018405	N/A
PCT/US2019/041771	International	07/15/2019	WO 2020/018406	N/A

EXHIBIT B

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL SECURITY AGREEMENT (the “**IP Security Agreement**”), dated as of November 24, 2020, is made by and among GACW Incorporated, an Arizona corporation, whose address is 3100 West Ray Road, Suite 201, Chandler, AZ 85226 (the “**Grantor**”), in favor of Wheels Investments, LLC, a Florida limited liability company, whose address is 1507 The Oaks Drive, Maitland, FL 32751 (the “**Secured Party**”).

WHEREAS, the Grantor has entered into a Loan Agreement dated as of even date herewith (the “**Agreement**” or “**November Agreement**”), with the Secured Party and issued a certain Secured Promissory Note dated as of even date herewith (the “**Secured Promissory Note**”).

WHEREAS, as a condition precedent to the making of the loan by the Secured Party under the November Agreement and the Secured Promissory Note, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith, made by and among the Grantor and the Secured Party (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, for its benefit, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office (USPTO).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security.** The Debtor hereby pledges and grants to the Secured Party a security interest in and to and lien on all of the right, title and interest all of the intellectual property assets (“**Intellectual Property Assets**”) owned by the Debtor, wherever located and whether now owned or hereafter acquired, including without limitation:

(a) all patents and patent applications set forth in **Schedule 1**, attached hereto and incorporated herein by reference and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Without limiting the foregoing, the Intellectual Property Assets include, without limitation, all source code associated with such Intellectual Property Assets, all goodwill of the business of the Debtor connected with the use of, or otherwise symbolized by, such Intellectual Property Assets, all rights to sue for infringement of such Intellectual Property Assets, 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.

2. Recordation. The Grantor authorizes the Secured Party to record and register this IP Security Agreement.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Intellectual Property Assets are as provided by the Agreement, the Secured Promissory Note, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

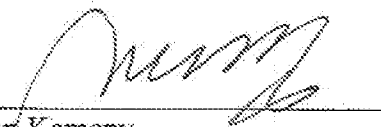
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of

Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GACW INCORPORATED

By: 
Zoltan Kemeny
Its: President

(the "Grantor")

WHEELS INVESTMENTS, LLC

By: _____
Mark Keenan
Its: Manager

(the "Secured Party")

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

GACW INCORPORATED

By: _____
Zoltan Kemeny
Its: President

(the "Grantor")

WHEELS INVESTMENTS, LLC

By: Mark A. Keenan
Mark Keenan
Its: Manager

(the "Secured Party")

SCHEDULE 1

List of Patents

<u>Application Number</u>	<u>Country</u>	<u>Date Filed</u>	<u>Publication No.</u>	<u>Patent No.</u>
14/499,460	USA	09/29/2014	US-2015-0090379-A1	9,399,370
16/237,462	USA	12/31/2018	US-2020-0023678-A1	N/A
16/237,478	USA	12/31/2018	US-2020-0023680-A1	N/A
16/383,169	USA	04/12/2019	US-2020-0023682-A1	N/A
16/383,204	USA	04/12/2019	US-2020-0023679-A1	N/A
16/596,302	USA	10/08/2019	US-2020-0114682-A1	N/A
16/237,426	USA	12/31/2018	US-2020-0023676-A1	N/A
16/237,451	USA	12/31/2018	US-2020-0023677-A1	N/A
16/237,486	USA	12/31/2018	US-2020-0023681-A1	N/A
16/237,500	USA	12/31/2018	US-2020-0023675-A1	N/A
62/850,240	USA	05/20/2019	N/A	N/A
16/865,231	USA	05/01/2020	US-2020-0324572-A1	N/A
16/886,065	USA	05/28/2020	US-2020-0353774-A1	N/A
16/896,726	USA	6/9/2020	N/A	N/A
16/912,180	USA	6/25/2020	N/A	N/A
29/754,268	USA	10/8/2020	N/A	N/A
PCT/US2019/041761	International	07/15/2019	WO 2020/018400	N/A
PCT/US2019/041763	International	07/15/2019	WO 2020/018401	N/A
PCT/US2019/041772	International	07/15/2019	WO 2020/018407	N/A
PCT/US2019/041774	International	07/15/2019	WO 2020/018409	N/A
PCT/US2019/066521	International	12/16/2019		N/A
PCT/US2019/041764	International	07/15/2019	WO 2020/018402	N/A
PCT/US2019/041766	International	07/15/2019	WO 2020/018403	N/A
PCT/US2019/041769	International	07/15/2019	WO 2020/018405	N/A
PCT/US2019/041771	International	07/15/2019	WO 2020/018406	N/A
PCT/US2020/032616	International	05/13/2020	N/A	N/A
PCT/US2020/054342	International	10/06/2020	N/A	N/A
PCT/US2020/054346	International	10/06/2020	N/A	N/A
PCT/US2020/054351	International	10/06/2020	N/A	N/A