

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6613696

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
DGL GROUP LTD.		03/19/2021
RECEIVING PARTY DATA		
Name:	STERLING NATIONAL BANK	
Street Address:	8401 NORTH CENTRAL EXPRESSWAY	
Internal Address:	SUITE 600	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75225	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	D873797	
Patent Number:	10812907	
Patent Number:	10898786	
Patent Number:	10893364	
PCT Number:	US2046490	
Application Number:	17117673	
PCT Number:	US1912816	
Application Number:	29724225	
Application Number:	29770978	
Application Number:	13553942	
Application Number:	13678861	
Application Number:	15603678	
Application Number:	15833325	
CORRESPONDENCE DATA		
Fax Number:	(610)640-1965	
<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:	4843236430	
Email:	chill@stradley.com	

Correspondent Name: CATHERINE HILL FOR MICHAEL MORABITO, ESQ.
Address Line 1: 30 VALLEY STREAM PARKWAY
Address Line 2: STRADLEY RONON STEVENS & YOUNG, LLP
Address Line 4: MALVERN, PENNSYLVANIA 19355-1481

ATTORNEY DOCKET NUMBER: 184652-0027

NAME OF SUBMITTER: CATHERINE HILL

SIGNATURE: /Cathy1/

DATE SIGNED: 03/22/2021

Total Attachments: 19

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**AMENDED AND RESTATED
PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of March 19, 2021 between the grantor identified on the signature pages hereto (whether one or more, each, together with its successors and permitted assigns, a "**Grantor**") and **STERLING NATIONAL BANK**, a national banking association (together with its successors and assigns, in its individual capacity, "**Sterling**"), as administrative and collateral agent (in such capacity, and including its successors and assigns in such capacity, "**Agent**") for the Lender Parties (as defined in the Loan Agreement (as hereinafter defined)).

RECITALS

A. DGL Group Ltd. ("**Borrower**"), each other credit party named therein, and Agent, in its capacity as a "Lender" under the Existing Loan Agreement (as hereinafter defined) (in such capacity, the "**Existing Lender**"), have previously entered into that certain Loan and Security Agreement, dated March 19, 2018 (as amended, modified, supplemented or restated from time to time, the "**Existing Loan Agreement**"), wherein Existing Lender agreed to provide a revolving credit facility to Borrower subject to the terms and condition set forth therein.

B. Borrower delivered to Existing Lender that certain Patent, Copyright and Trademark Security Agreement dated March 19, 2018 (the "**Existing Agreement**").

C. Borrower, each other credit party named therein, Agent and the Lender Parties have entered into that certain Amended and Restated Loan and Security Agreement of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used and not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make available to Borrower a revolving line of credit and certain other financing accommodations, all in accordance with and subject to the terms and conditions set forth in the Loan Agreement.

D. In order to induce Agent and the Lender Parties to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition thereto, Grantor is required to execute and deliver to Agent this Agreement and pursuant hereto to assign and grant to Agent, for its benefit and the benefit of the Lenders, a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of Grantor's right, title, and interest in the Intellectual Property Collateral (as defined below). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and punctual payment and performance of the Secured Obligations and for the prompt performance by Grantor of its obligations and undertakings under this Agreement and the other Loan Documents, Grantor hereby grants to Agent, for itself and for the benefit of the Lenders, a security interest in all of the Intellectual Property Collateral of Grantor, whether now owned or hereafter acquired by Grantor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Agent, for itself and for the benefit of the Lenders.

2. Representations, Warranties and Covenants. Grantor hereby covenants, warrants and represents that:

a. Set forth on Schedule A attached hereto is a true and complete list as of the date hereof of certain Intellectual Property Collateral of Grantor that is registered or has a pending application with the United States Patent and Trademark Office or the United States Copyright Office or is otherwise material to the Grantor's business.

b. The Grantor listed on Schedule A as the owner of certain Intellectual Property Collateral is the sole and exclusive owner of all such Intellectual Property Collateral, free and clear of all liens and encumbrances, except for the security interest and assignment created by this Agreement and the other Loan Documents and Permitted Liens. Grantor will defend the right, title and interest in and to its Intellectual Property Collateral against any and all claims of any third parties.

c. The Intellectual Property Collateral of Grantor identified on Schedule A attached hereto is valid and enforceable and is not subject to any claim, judgment or administrative or arbitral decision that questions its validity or enforceability. Grantor's purported rights thereunder or Grantor's rights to use the same in its business.

d. The execution, delivery and performance of this Agreement by Grantor does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances upon any of the Intellectual Property Collateral of Grantor, under any agreement to which Grantor is a party or by which Grantor is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

e. Grantor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in the manufacture of the products sold under the Trademarks or utilizing any Patents, Copyrights or Other Assets.

f. Grantor shall maintain and protect the validity and enforceability of its Intellectual Property Collateral and shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of its Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of its Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

g. Upon Agent's request, Grantor shall cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for such filing of this Agreement or the filing of any UCC financing statements, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America or any foreign country is required either (i) for the grant by Grantors of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor or (ii) for the perfection or the exercise by Agent of its rights and remedies hereunder.

h. All information heretofore, herein or hereafter supplied to Agent by or on behalf of Grantor with respect to any of its Intellectual Property Collateral is accurate and complete in all material respects.

3. Additional Intellectual Property Collateral. If, before the Secured Obligations shall have been satisfied in full, Grantor shall obtain rights to any new Intellectual Property Collateral not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Intellectual Property Collateral is made, such Grantor shall (a) give Agent prompt written notice thereof and, (b) upon Agent's request, execute, deliver and file any agreements, instruments, registrations and filings which Agent may reasonably request to confirm Agent's and Lenders' security interest therein and to put such security interest of record in such office. Grantor hereby appoints Agent as its attorney in fact, and hereby acknowledges and agrees that such power of attorney is irrevocable and coupled with an interest.

4. Revision of Schedule A. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule A to include any new Intellectual Property Collateral (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority) without the necessity of any Grantor's approval of or signature to such amendment, and Grantor shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Agent to implement or preserve Agent's and Lenders' interests therein. All representations and warranties of Grantor set forth herein shall be deemed to be restated by Grantor as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.

5. Remedies Upon Event of Default. If any Event of Default shall have occurred and be continuing, Agent shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Agent and Grantor, as determined in good faith by Agent, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Grantor may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses payable by Grantor in accordance with the Loan Agreement and the other Loan Documents (including all reasonable out-of-pocket expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Secured Obligations. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Grantor at least twenty (20) days before the time of any intended public or private sale or other disposition thereof is to be made, which Grantor hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released. In addition to the foregoing, if any Event of Default has occurred and is continuing:

a. Agent may license, or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Copyrights, Patents or Trademarks included in the Intellectual Property Collateral throughout the world for such term or terms, on such conditions and in such manner as Agent shall in its sole discretion determine;

b. Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, in its sole discretion, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantors in, to and under any Copyright Licenses, Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and GRANTOR HEREBY RELEASES AGENT AND LENDERS FROM, AND AGREES TO HOLD AGENT AND LENDERS FREE AND HARMLESS FROM AND AGAINST, ANY CLAIMS AND EXPENSES ARISING OUT OF ANY LAWFUL ACTION SO TAKEN OR OMITTED TO BE TAKEN WITH RESPECT THERETO; and

c. upon request by Agent, Grantor will execute and deliver to Agent a power of attorney, in form and substance satisfactory to Agent, for the implementation of any lease, assignment, license, sublicense, grant of option, sale or other disposition of a Copyright, Patent or Trademark or any action related thereto. In the event of any such disposition pursuant to this Section, Grantor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing Trademarks or the products or services made or rendered in connection with Patents, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products, to Agent.

6. Termination. It is contemplated by the parties that there may be times when no Secured Obligations are outstanding, but notwithstanding such occurrences, this Agreement shall remain valid and shall be in full force and effect as to subsequent outstanding Secured Obligations. Subject to the terms of the Loan Agreement, at such time as the Secured Obligations shall be paid and satisfied in full, the Loan Agreement shall have terminated and the commitment of Lenders to extend credit to Borrower shall have terminated, this Agreement shall terminate, and Agent shall execute and deliver to Grantor, at Grantor's expense, all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Agent's and Lenders' security interest in and/or re-vest in Grantor full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Agent pursuant hereto.

7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable out-of-pocket attorneys' fees and legal expenses incurred by Agent in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Grantor on demand by Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

8. Protection of Intellectual Property Collateral. Grantor agrees to take, at its own expense, commercially reasonable steps to prosecute diligently any applications related to any Intellectual Property Collateral pending as of the date of this Agreement or thereafter and will defend and protect the Intellectual Property Collateral and its rights thereunder against any infringement, dilution or misappropriation and will defend any claim or administrative or arbitral challenge that questions the validity or enforceability of the Intellectual Property Collateral, Grantor's purported rights therein and thereunder or Grantor's rights to register or patent the same or to use and practice the same in its business. Grantor will give Agent notice of any proceeding in which such defense is being carried on. Grantor further agrees to make federal application on registrable but unregistered Trademarks, Copyrights or Patents. Any expenses incurred in connection therewith shall be borne by Grantor. Except as permitted by the Loan Agreement, Grantor shall not abandon or dedicate to the public any of the Intellectual Property Collateral, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral or loss of or adverse effect on any rights in any

part of the Intellectual Property Collateral, without the consent of Agent, which consent shall not be unreasonably withheld.

9. Grantor's Right to Protect. Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. GRANTOR SHALL PROMPTLY, UPON DEMAND, REIMBURSE AND INDEMNIFY AGENT AND LENDERS FOR ALL DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY AGENT AND LENDERS IN THE FULFILLMENT OF THE PROVISIONS OF THIS SECTION 9 IN ACCORDANCE WITH THE TERMS OF THE LOAN AGREEMENT.

10. Power of Attorney. Grantor hereby appoints Agent as Grantor's true and lawful attorney-in-fact and proxy with full authority in the place and stead of Grantor and in the name of Grantor, or otherwise, from time to time in Agent's discretion after an Event of Default has occurred and during its continuance, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including any endorsement of Grantor's name on all applications, documents, papers and instruments necessary for Agent to use any of the Intellectual Property Collateral, or any grant or issuance of any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Grantor hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is irrevocable coupled with an interest.

11. Agent's Rights to Take Action. If Grantor fails to comply with any of its obligations hereunder after reasonable request by Agent and after giving effect to any applicable grace periods, Agent may do so in such Grantor's name or in Agent's name, but at such Grantor's expense, and Grantor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining any of the Intellectual Property Collateral.

12. Effect on Other Loan Documents. This Agreement is a "Loan Document" as defined in the Loan Agreement and is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely affect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Agent and Lenders in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Agent and Lenders in and to the Intellectual Property Collateral (and any and all obligations of Grantors with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Agent and Lenders (and the obligations of Grantor) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

13. Preservation of Rights. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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14. Rights are Cumulative. All of Agent's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. Notices. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

16. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. Modification and Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

18. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Without limiting the generality of the foregoing, Agent may (except as otherwise provided in the Loan Agreement) pledge, assign or otherwise transfer any or all of their respective rights under any or all of the Loan Documents to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted herein or otherwise. None of the rights or duties of Grantor hereunder may be assigned or otherwise transferred without the prior written consent of Agent.

19. Governing Law; Venue.

a. THIS AGREEMENT HAS BEEN EXECUTED OR COMPLETED AND/OR IS TO BE PERFORMED IN NEW YORK, AND IT AND ALL TRANSACTIONS HEREUNDER OR PURSUANT HERETO SHALL BE GOVERNED AS TO INTERPRETATION, VALIDITY, EFFECT, RIGHTS, DUTIES AND REMEDIES OF THE PARTIES HEREUNDER AND IN ALL RESPECTS BY THE LAWS OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW.

b. GRANTOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, ROCKLAND COUNTY OR WESTCHESTER COUNTY, NEW YORK AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN AGENT AND SUCH GRANTOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW.

c. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN AGENT AND GRANTOR MAY BE BROUGHT AND LITIGATED IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, ROCKLAND COUNTY OR WESTCHESTER COUNTY, NEW YORK HAVING JURISDICTION. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE

OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.

20. Waiver of Jury Trial. EACH OF GRANTOR AND AGENT HEREBY (A) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH; (B) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (C) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (D) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AMONG OTHER THINGS, BY THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

21. Indemnity and Expenses. In addition to, but not in qualification or limitation of, any similar obligations under other Loan Documents:

a. Grantor will indemnify Agent and Lenders, together with their respective Affiliates, equity interest owners, officers, directors, members, managers, partners, employees, agents and representatives (collectively, the "**Indemnitees**") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), whether based on contract, tort or any other theory, whether brought by a third party or by Grantor, and regardless of whether any Indemnitee is a party thereto, in all cases, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE NEGLIGENCE OF THE INDEMNITEE; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by Grantor against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if Grantor has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

b. GRANTOR WILL UPON DEMAND PAY TO AGENT THE AMOUNT OF ANY AND ALL REASONABLE COSTS AND EXPENSES, INCLUDING THE FEES AND DISBURSEMENTS OF AGENT'S COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH AGENT MAY INCUR IN CONNECTION WITH (1) THE TRANSACTIONS WHICH GIVE RISE TO THIS AGREEMENT, (2) THE PREPARATION OF THIS AGREEMENT AND THE PERFECTION AND PRESERVATION OF THE SECURITY INTEREST CREATED UNDER THIS AGREEMENT, (3) THE ADMINISTRATION OF THIS AGREEMENT; (4) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY INTELLECTUAL PROPERTY COLLATERAL; (5) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF AGENT HEREUNDER; OR (6) THE FAILURE BY GRANTORS TO PERFORM OR OBSERVE

ANY OF THE PROVISIONS HEREOF, EXCEPT EXPENSES RESULTING FROM AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

22. Counterparts; Fax. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile or other electronically transmitted signatures of this Agreement shall have the same force and effect as original signatures.

23. No Oral Agreements. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

24. Deficiency. In the event that the proceeds of any sale, collection or realization of or upon the Intellectual Property Collateral by Agent are insufficient to pay all Secured Obligations and any other amounts to which Agent and Lenders are legally entitled, Grantors shall be liable for the deficiency, together with interest thereon as provided in the governing Loan Documents or (if no interest is so provided) at such other rate as shall be fixed by applicable law, together with the costs of collection and the reasonable fees of any attorneys employed by Agent to collect such deficiency.

25. Amendment and Restatement. This Agreement supersedes and replaces but does not extinguish any of the unpaid liabilities and obligations under, nor constitute a novation with respect to, the Existing Agreement. The amendment and restatement contained herein shall not, in any manner be construed to constitute payment of, or impair, limit, cancel or extinguish the indebtedness evidenced by the Existing Agreement and the liens and security interests securing such obligations shall not in any manner be impaired, limited, terminated, waived or released hereby.

26. Definitions. Terms used and not otherwise defined in this Agreement shall have the meaning given to such terms in the Loan Agreement. The following terms shall have the definitions set forth below:

"Copyright License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right to use, translate, copy, reproduce, distribute, prepare derivative works, display, manufacture, sell or publish any records or other materials on which a Copyright is in existence or may come into existence, including the agreements identified in Schedule A attached hereto.

"Copyrights" means all the following: (a) all copyrights under the laws of the United States or any other country (whether or not the underlying works of authorship have been published), whether now or hereafter in existence, and all registrations and recordings thereof, all intellectual property rights to works of authorship (whether or not published), and all application for copyrights under the laws of the United States or any other country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (b) all reissues, renewals and extensions thereof, (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

"Domain Names" means all domain names of a Grantor, whether now or hereafter in existence, including those described in Schedule A attached hereto, and all right, title and interest in respect thereof.

"Intellectual Property Collateral" means any Copyrights, Copyright Licenses, Other Assets, Patents, Patent Licenses, Trademarks, and Trademark Licenses; provided, however, that Intellectual Property Collateral shall at no time include Excluded Property (as defined in the Loan Agreement).

"Other Assets" means any other proprietary rights and intellectual property of a Grantor, including without limitation, Domain Names, trade secrets, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, or Trademarks.

"Patent License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence, including the agreements identified in Schedule A attached hereto.

"Patents" means all the following: (a) all letters patent and design letters patent of the United States or any other country, whether now or hereafter in existence, and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule A attached hereto, (b) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof, (c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof.

"Secured Obligations" means all Obligations as and when due and payable under or in respect of the Loan Agreement and any of the other Loan Documents and all renewals, extensions, amendments, modifications, supplements or restatements of or substitutions for any of the foregoing.

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including the agreements identified on Schedule A attached hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, whether now or hereafter in existence, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof,


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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

GRANTOR:

DGL GROUP LTD.

By: 

Name: Ezra Zaafarani

Title: President

AGENT:

STERLING NATIONAL BANK

By: 

Name: Mark Long

Title: Managing Director

[Signature Page to Amended and Restated Patent, Copyright and Trademark Security Agreement]





PATENT
REEL: 055667 FRAME: 0735

SCHEDULE A




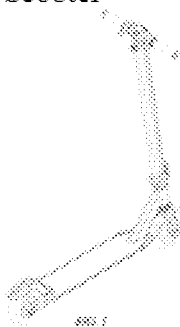

Intellectual Property Collateral

ISSUED PATENTS AND PENDING PATENT APPLICATIONS

Patent Registrations

<u>Grantor</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
DGL Group LTD.	D873,797	01-28-2020	Expandable and Portable Speaker 
DGL Group LTD.	10,812,907	10-20-2020	Expandable Speaker System and Method for Broadcast 
DGL Group LTD.	10,898,786	01-26-2021	Convertible Board System 
DGL Group LTD.	10,893,364	01-12-2021	Expandable Speaker System 


Patent Applications

<u>Grantor</u>	<u>Application No.</u>	<u>Title</u>	<u>Publication Date / Notes</u>
DGL Group LTD.	PCT/US2020/46490	Three-Wheeled Power Drift Scooter 	Filed 08-14-2020
DGL Group LTD.	17/117,673	Expandable Speaker Systems 	Filed 12-10-2020
DGL Group LTD.	PCT/US2019/012816	Expandable Speaker System and Method for Broadcast 	Filed 01-09-2019
DGL Group LTD.	29/724,225	Scooter 	Filed 02-13-2020
DGL Group LTD.	29/770,978	Self-Balancing Scooter with Overmold 	Filed 02-18-2021

DGL Group LTD.	20140021190	USB Rechargeable Electronic Element Lighter	Filed 07-20-2012 Application Abandoned
DGL Group LTD.	20140138371	Rechargeable Vehicle Lighter With USB Port	Filed 11-16-2012 Application Abandoned
DGL Group LTD.	20180280786	Skateboard for Maintaining Cruising Speed	Filed 05-24-2017 Application Abandoned
DGL Group LTD.	20180280787	Skateboard for Maintaining Multiple Cruising Speeds	Filed 12-6-2017 Application Abandoned
DGL Group LTD.	20190222934	Expandable Speaker System and Method for Broadcast	Filed 01-09-2019 Cross-referenced above. See patent registration No. 10,812,907.
DGL Group LTD.	20200128328	Expandable Speaker Systems	Filed 12-18-2019 Cross-referenced above. See patent registration No. 10,893,364.
DGL Group LTD.	20200346100	Convertible Sport Board System	Filed 06-26-2019 Cross-referenced above. See patent registration No. 10,898,786.

REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

Active U.S. Trademark Applications/Registrations

<u>Grantor</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
DGL Group LTD.	86130175	4706345	03-24-2015	HYPE
DGL Group LTD.	A0084404	1464618	03-21-2019	HYPE
DGL Group LTD.	86630302	4976391	06-14-2016	QUADRONE
DGL Group LTD.	A0084403	1465144	03-21-2019	QUADRONE
DGL Group LTD.	87157350	5424283	03-13-2018	HOVER-1
DGL Group LTD.	A0084402	1463146	03-21-2019	HOVER-1
DGL Group LTD.	87157353	5675706	02-12-2019	HOVER-1 H1
DGL Group LTD.	A0084401	1462744	03-21-2019	HOVER-1 H1
DGL Group LTD.	A0084400	1463816	03-21-2019	INFLATE-A-PALS
DGL Group LTD.	87353669	5807323	07-16-2019	INFLATE-A-MALS
DGL Group LTD.	A0084611	1463382	03-28-2019	INFLATE-A-MALS
DGL Group LTD.	88409528	6161351	09-29-2020	HYPE HOVER-1
DGL Group LTD.	88833507	Pending		MY FIRST HOVERBOARD
DGL Group LTD.	77300577	3826797	08-03-2010	DGL GROUP
DGL Group LTD.	88671996	6068350	06-02-2020	
DGL Group LTD.	88946612	Pending		KIDSGEAR
DGL Group LTD.	88927607	6221156	12-15-2020	HYPE

AMENDED AND RESTATED
PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT – Schedules

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PATENT
REEL: 055667 FRAME: 0739

DGL Group LTD.	90494553	Pending		LIT KIT
DGL Group LTD.	90507056	Pending		LEDEEZ
DGL Group LTD.	90535752	Pending		RAVEN

COPYRIGHT REGISTRATIONS AND PENDING COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright No.</u>	<u>Registration Date</u>	<u>Title</u>
DGL Group LTD. d.b.a. Hype Wireless LPD LTD	VAu000971497	2008-08-21	CANDEEZ
DGL Group LTD. d.b.a. Hype Wireless LPD LTD	VAu000971503	2008-08-05	HY-105-M3
DGL Group LTD. d.b.a. Hype Wireless LPD LTD	VAu000971501	2008-08-05	HY-163-M3
DGL Group LTD.	VAu001181827	2014-09-22	TAPP Smart Connected Home Setup Guide
DGL Group LTD.	VAu001182605	2014-09-22	TAPP Wireless Fitness Tracker
DGL Group LTD. d.b.a. TrueBlue Wireless LTD	VAu000971505	2008-08-05	TB-100
DGL Group LTD. d.b.a. TrueBlue Wireless LTD	VAu000971507	2008-08-05	TB-20EL Alternate Title: TB-26W
DGL Group LTD. d.b.a. TrueBlue Wireless LTD	VAu000971508	2008-08-05	TB-31ML
DGL Group LTD. d.b.a. TrueBlue Wireless LTD	VAu000971504	2008-08-05	TB-36ML

DOMAIN NAMES

<u>Grantor</u>	<u>Domain Name</u>
DGL Group LTD.	www.dglusa.com
DGL Group LTD.	Hover-1.com