## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6628027

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
INCIPIO, LLC	03/22/2021
INCASE DESIGNS CORP.	03/22/2021
GRIFFIN TECHNOLOGY, LLC	03/22/2021

## **RECEIVING PARTY DATA**

Name:	MIDCAP FUNDING IV TRUST
Street Address:	7255 WOODMONT AVENUE, SUITE 300
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814

## **PROPERTY NUMBERS Total: 22**

Property Type	Number
Application Number:	29528976
Application Number:	17033677
Application Number:	16847658
Application Number:	16835290
Application Number:	16891044
Application Number:	16891039
Application Number:	16787001
Application Number:	16572593
Application Number:	15881058
Application Number:	15243898
Application Number:	16245199
Application Number:	13026022
Application Number:	12862552
Application Number:	12580977
Application Number:	16773979
Application Number:	16186371
Application Number:	29722984

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Property Type	Number
Application Number:	15448397
Application Number:	16929097
Application Number:	16786974
Application Number:	16687686
Application Number:	16559621

#### CORRESPONDENCE DATA

**Fax Number:** (610)640-1965

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.

**Phone:** 4843236430

Email: chill@stradley.com

Correspondent Name: CATHERINE HILL FOR CHRISTINE FRIDAY, 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:	186687-0117
NAME OF SUBMITTER:	CATHERINE HILL
SIGNATURE:	/Cathy1/
DATE SIGNED:	03/29/2021

### **Total Attachments: 8**

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## REAFFIRMATION AND SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This REAFFIRMATION AND SUPPLEMENT NO. 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") is entered into as of the 22nd day of March, 2021, by and between MIDCAP FUNDING IV TRUST, a Delaware statutory trust, as successor-by-assignment to MidCap Financial Trust, having an address at c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmont Avenue, Suite 300, Bethesda, Maryland 20814, as agent (in such capacity as agent, together with its successors and assigns, "Agent") and the persons signatory hereto or hereafter made a party hereto (the "Grantors" and each a "Grantor").

#### RECITALS

- A. Agent, the Lenders, Grantors and certain of Grantors' Affiliates have entered into a Credit and Security Agreement, dated as of May 21, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Agent and Lenders agreed to make certain Loans (as defined therein) and other extensions of credit to Grantors from time to time pursuant to the terms and conditions thereof.
- Pursuant to the terms of the Credit Agreement, Grantors and certain of Grantors' В. Affiliates executed and delivered to the Agent that certain Intellectual Property Security Agreement dated as of May 21, 2019 (as supplemented by that certain Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement, dated as of December 28, 2020 and as supplemented hereby and as may be amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), pursuant to which, and to secure each Grantor's obligations under the Credit Agreement, Grantors granted to Agent a lien and continuing security interest in all of each Grantor's right, title, and interest in, to, and under, among other things, the Intellectual Property Collateral, including, without limitation, the Copyrights, Patents and Trademarks (as defined therein).
- Grantors have identified additional Patents and Trademark of Grantors to be included on the exhibits to the IP Security Agreement and Grantors desire to reaffirm and supplement the IP Security Agreement in accordance with the terms and conditions contained herein, in the IP Security Agreement and in the Credit Agreement.
- All capitalized terms that appear herein without definition shall have the meanings ascribed to them in the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties, hereby agree as follows:

#### AGREEMENT

- Supplements to Patent Exhibit and Trademark Exhibit. 1.
- Exhibit B to the IP Security Agreement is hereby supplemented to include the Patents listed on Supplemental Exhibit B attached hereto (the "Additional Patents") and all references in the IP Security Agreement to the "Patents" shall be deemed to include, without limitation, the Additional Patents.

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- Exhibit C to the IP Security Agreement is hereby supplemented to include the Trademark listed on Supplemental Exhibit C attached hereto (the "Additional Trademark") and all references in the IP Security Agreement to the "Trademarks" shall be deemed to include, without limitation, the Additional Trademark.
- Each Grantor hereby ratifies and confirms its prior grant of security interest in the Intellectual Property Collateral and, in furtherance (and not in limitation) thereof, each Grantor that owns the Additional Patents and Additional Trademark hereby supplements its prior grant of a security interest to Agent for the ratable benefit of Lenders to include the Additional Patents and Additional Trademark, pursuant to and subject to the terms of the IP Security Agreement.
- Definitions/References. Any references in the IP Security Agreement to the "Intellectual Property Security Agreement" shall be deemed to be references to the IP Security Agreement, as supplemented hereby.
- Ratification. This Supplement shall be deemed a supplement of the IP Security Agreement and no other changes or modifications in or to the IP Security Agreement, except as specifically set forth herein, are intended or implied, and in all other respects, the IP Security Agreement is hereby specifically ratified, reaffirmed and confirmed by the parties hereto. Nothing in this Amendment is intended or shall be construed to affect or impair the lien priority of the IP Security Agreement. Subject to the foregoing, all of the terms, conditions, covenants and provisions of the IP Security Agreement are ratified and confirmed and shall remain in full force and effect.
- Execution in Counterparts. This Supplement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows.]

**PATENT REEL: 055756 FRAME: 0472**  IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

INCIPIO, LLC INCASE DESIGNS CORP. GRIFFIN TECHNOLOGY, LLC

Name: Joseph Sklencar

Title: Chief Financial Officer

## Address of Agent:

c/o MidCap Financial Services, LLC, as servicer 7255 Woodmont Avenue, Suite 300 Bethesda, Maryland 20814 Attn: Account Manager for Incipio transaction AGENT:

## MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,

its investment manager

By: Apollo Capital Management GP, LLC,

its general partner

By: \_\_\_\_\_

Name: Maurice Amsellem Title: Authorized Signatory

# SUPPLEMENTAL EXHIBIT B

## Patents

Grantor	Title	Application Number [Publication Number]	Filing Date	Patent Number	Issue Date	Status
Incípio, LLC	In-line audio	29/528,976	6/2/2015	D770,421	11/1/2016	Issued
	controller					
Incipio, LLC	MOLDED	17/033,677	9/25/2020			Pending
	MOBILE	[20210013918]				(pre exam)
	DEVICE CASE					
	WITH STORAGE					
	COMPARTMENT					
Incipio, LLC	PROTECTIVE	16/847,658	4/14/2020			Pending
	CASE FOR	[20200313713]				(Final
	MOBILE					rejection
	DEVICE WITH					dated 12/21/2020)
	INTEGRATED					12/21/2020)
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Incipio, LLC	CO-MOLDED	16/835,290	3/30/2020			Pending
	MULTI-	[20200295795]				(non-final office
1	LAYERED PROTECTIVE			11	}	action
						dated
	CASE FOR MOBILE					1/8/2021)
	DEVICE					2,0,2,2,
Incipio, LLC	MOBILE	16/891,044	6/2/2020			Pending
meipro, elec	DEVICE CASES	[20200288833]	0,2/2020			(pre exam)
	AND CASE	[20200200033]				(pre eman)
	SYSTEMS WITH					
	EMBEDDED					
	SIDEWALL					
	SHOCK					
	ABSORBER					
Incipio, LLC	PROTECTIVE	16/891,039	6/2/2020			Pending
	CASE FOR	[20200288832]				(pre exam)
	MOBILE			16	[	, "
	ELECTRONIC					
	DEVICE WITH					
	STORAGE					
	COMPARTMENT					
	AND PIVOT					
	STAND					

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Incipio, LLC	PROTECTIVE	16/787,001	2/10/2020			Abandoned
incipio, Edec	CASE FOR	[20200170365]	2,15,2025			21001200100
	MOBILE	[20200170303]				
	ELECTRONIC					
	DEVICE WITH					
	STORAGE					
Tour but a Trans	COMPARTMENT	2.61570.502	9/16/2019			70 3
Incipio, LLC	BATTERY	16/572,593	9/16/2019			Pending
	BANKS WITH	[20200014226]				(non-final
	INTEGRATED					office
	CHARGING					action dated
	CABLES					1/25/2021)
Incipio, LLC	PROTECTIVE	15/881,058	1/26/2018			Abandoned
	CASE FOR	[20180183916]				
	MOBILE					
	ELECTRONIC					
	DEVICE WITH					
	INTEGRATED					
	CAMERA RING					
	STAND					
Incipio, LLC	ENCLOSURE	15/243,898	8/22/2016			Abandoned
	FOR	[20160360627]				
	ELECTRONIC	[201000002/]				
	DEVICE					
Incase	Hybrid frame	16/245,199	1/10/2019	10,824,202	11/3/2020	Issued
Designs	power sleeve case	[20190386267]				
Corp.	1	1				
Incase	Portable electronic	13/026,022	2/11/2011	8,531,833	9/10/2013	Expired
Designs	device case with	[20120106037]				•
Corp.	battery	_				
Incase	Portable electronic	12/862,552	8/24/2010	7,889,498	2/15/2011	Expired
Designs	device case with	[20100321871]		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Corp.	battery	[				
Incase	Portable electronic	12/580,977	10/16/2009	7,782,610	8/24/2010	Abandoned
Designs	device case with	[20100124040]	10:20,2005	,,,02,010	0.2 ( 2010	110441402164
Corp.	battery	[20100124040]				
Incase	CASE FOR	16/773.979	1/27/2020			Pending
Designs	PORTABLE	[20200154839]	1/23/2020			(final
Corp.	ELECTRONIC	[ {50500134032}				rejection
Corp.						dated
	DEVICE					1/8/2021)
Incase	COVER FOR	16/186,371	11/9/2018			Abandoned
Designs	PORTABLE	[20200150727]	11/2/2010			Tomadones
Corp.	ELECTRONIC	[20200130727]				
Corp.						
Griffin	DEVICE Case for portable	29/722,984	2/3/2020	D908,132	1/19/2021	Issued
	_	23! 122,38 <del>4</del>	2/3/2020	1000,132	1/19/2021	155000
Technology, LLC	electronic device					
	i .	i			I	I

Griffin Technology, LLC	Customizable protective case for portable electronic device	15/448,397 [20170179994]	3/2/2017	9,871,551	1/16/2018	Issued
Griffin Technology, LLC	PROTECTIVE CASE FOR MOBILE DEVICE	16/929,097 [20200351396]	7/14/2020			Pending (pre exam)
Griffin Technology, LLC	PROTECTIVE CASE FOR PORTABLE DEVICE	16/786,974 [20200170364]	2/10/2020			Pending (Non-Final Action 3/10/21)
Griffin Technology, LLC	TABLET COMPUTER CASE	16/687,686 [20200162120]	11/18/2019			Abandoned
Griffin Technology, LLC	WATER RESISTANT PROTECTIVE CASE FOR PORTABLE ELECTRONIC DEVICE	16/559,621 [20200069015]	9/3/2019			Pending (non-final office action dated 9/1/2020)

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# SUPPLEMENTAL EXHIBIT C

## Trademarks

Grantor	Country	Trademark	App. / Reg. No.	Reg. Date
Griffin	United States	GRIFFIN	4,837,702	10/20/2015
Technology, LLC				

**RECORDED: 03/29/2021** 

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