

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARMORWORKS HOLDINGS, INC.	06/02/2021
RECEIVING PARTY DATA		
Name:	CIBC BANK USA (FORMERLY KNOWN AS THE PRIVATEBANK AND TRUST COMPANY), AS LENDER	
Street Address:	120 SOUTH LASALLE STREET, SUITE 200	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17065470
CORRESPONDENCE DATA		
Fax Number:	(312)902-1061	
<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:	312-577-8438	
Email:	raquel.haleem@katten.com	
Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN	
Address Line 1:	525 WEST MONROE STREET	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	339038-00098	
NAME OF SUBMITTER:	RAQUEL HALEEM	
SIGNATURE:	/Raquel Haleem/	
DATE SIGNED:	06/02/2021	
Total Attachments: 14		
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PATENT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 2, 2021, by ARMORWORKS HOLDINGS, INC., a Delaware corporation ("Grantor") in favor of CIBC BANK USA, formerly known as THE PRIVATEBANK AND TRUST COMPANY ("Lender").

WITNESSETH:

WHEREAS, ArmorWorks Enterprises, Inc., ShockRide, LLC, Mandall BarrierWorks LLC and Lender have entered into that certain Loan and Security Agreement dated as of June 30, 2017 (as the same was amended pursuant to that certain First Amendment to Loan and Security Agreement dated as of December 5, 2018, that certain Second Amendment to Loan and Security Agreement dated as of September 4, 2019, that certain Third Amendment to Loan and Security Agreement dated as of June 3, 2020, and that certain Waiver and Fourth Amendment to Loan and Security Agreement dated as of June 2, 2021, and as may be further amended, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, Grantor has guarantied the payment and performance of the Obligations pursuant to that certain Guaranty and Security Agreement dated as of June 30, 2017 between Grantor and Lender ("Guaranty"); and

WHEREAS, it is a condition to any further extensions of credit to or for the benefit of Borrowers under the Loan Agreement that, among other things, Grantor execute and deliver to Lender this Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of Grantor's Obligations to Lender under the Guaranty, Grantor hereby grants and reaffirms its prior grant to Lender of a security interest in and to all of Grantor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those United States registrations and applications for registration of patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the

foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents";

(ii) all of Grantor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, whether Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent Licenses");

(iii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the United States registrations and applications for registration of trademarks listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(iv) all Grantor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent, Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(v) the goodwill of Grantor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Grantor agrees and covenants that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor will not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement outside the ordinary course of Grantor's business, which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees and covenants that without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Except to the extent expressly permitted by the Loan Agreement, Grantor agrees and covenants not to sell or assign

its interest in, or, other than in the ordinary course of Grantor's business, grant any license under, the Patents, Marks or Licenses, without receiving the prior written consent of Lender thereto.

4. Certain Covenants, Representations and Warranties of Grantor. Grantor covenants, represents and warrants (to the best of Grantor's knowledge with respect to any Patents and Marks which are licensed by third parties to Grantor) that: (i) the Patents, Marks and Licenses set forth in the Schedules hereto are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way that could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; (ii) except as otherwise expressly permitted under the Loan Agreement, none of the material Patents, Marks or Licenses set forth in the Schedules hereto have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks and Licenses is valid and enforceable (except to the extent the failure to be valid or enforceable could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect) and Grantor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks or Licenses set forth in the Schedules hereto which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks or Licenses; (iv) to the best of Grantor's knowledge, no claim has been made that the use of any of the material Patents, Marks or Licenses constitutes an infringement; (v) Grantor owns the entire right, title and interest in and to each of the Patents and Marks set forth in the Schedules hereto (other than those being licensed to Grantor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents and Marks described therein (except to the extent the failure to be valid or subsisting could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect), free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Grantor, in each case except for (A) rights granted by Grantor pursuant to the applicable Licenses, and (B) Liens permitted by the Loan Agreement; (vi) the Patents and Marks listed on Schedules A and C constitute all United States registrations and applications for registration of Patents and Marks in which Grantor has any right, title or interest; (vii) Grantor has the unqualified right to enter into this Agreement and perform its terms; (viii) Grantor will use proper statutory notice in connection with its use of the Patents and Marks (except as to any thereof which is no longer material to Grantor's business); and (ix) Grantor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks and Licenses. If, before the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Grantor shall give to Lender written notice thereof within ten (10) days of such occurrence. Grantor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents and Marks on Schedule A, B or

C, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of Grantor or rights of Lender hereunder.

6. **Royalties; Terms.** Grantor hereby agrees that the security interest of Lender in all Patents, Marks and Licenses as described above shall be worldwide (or in the case of the Patents and Marks licensed to Grantor such smaller geographic location if any is specified for Grantor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to Grantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Loan Agreement.

7. **Termination of Grantor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of Grantor and at Grantor's expense, execute and deliver to Grantor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

8. **Duties of Grantor.** Except to the extent the same is no longer material to Grantor's business, Grantor shall have the duty (i) to prosecute diligently any application with respect to Patents and Marks, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks and service marks, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, and in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Grantor. Except to the extent the same is no longer material to Grantor's business or except to the extent expressly permitted by the Loan Agreement, Grantor shall not abandon any pending patent application, trademark application, service mark application, patent, trademark, or service mark without the written consent of Lender.

9. **Lender's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder 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.

11. 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.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

13. Further Assurances. Grantor shall execute and deliver to Lender, at any time or times hereafter at the reasonable request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto). Grantor shall take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may reasonably request, to evidence Lender's interest in the Patents, Marks and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, Marks and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby constitutes and appoints Lender as Grantor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, subject to the terms and conditions of the Loan Agreement, to (i) endorse Grantor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks and Licenses, (ii) take any other actions with respect to the Patents, Marks and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Marks to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks or Licenses to any Person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks or Licenses may be enforced. Grantor hereby releases

Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Lender under the powers of attorney granted herein.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its respective successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

16. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE INTERNAL LAWS, AND NOT THE CONFLICTS OF LAW PROVISIONS, OF THE STATE OF ILLINOIS.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, License and Trademark Security Agreement as of the date first above written.

ARMORWORKS HOLDINGS, INC.

By: Rachel Johnson
Name: Rachel Johnson
Title: CFO

The undersigned accepts and agrees to the foregoing Patent, License and Trademark Security Agreement as of the date first written above.

CIBC BANK USA

By: 

Name: Todd Bernier

Title: Managing Director

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

REGISTERED PATENTS

None.

PENDING PATENT APPLICATIONS

No.	Description	Application No.	Application Date
1.	DIGITAL TRANSPARENT ARMOR SYSTEM	17065470	10/7/20

SCHEDULE B
PATENT LICENSES

None.

SCHEDULE C

TRADEMARKS, TRADEMARK APPLICATIONS AND SERVICE MARKS

REGISTERED TRADEMARKS

None.

PENDING TRADEMARKS

None.

SCHEDULE D
TRADEMARK LICENSES

None.