

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6796084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FIT3D, INC.	07/01/2021
RECEIVING PARTY DATA	
Name:	DCP FUND III LLC
Street Address:	330 WEST SPRING STREET
Internal Address:	SUITE 300
City:	COLUMBUS
State/Country:	OHIO
Postal Code:	32115
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10657709
Patent Number:	10210646
Patent Number:	9526442
Application Number:	16227943
Application Number:	14269140
CORRESPONDENCE DATA	
Fax Number:	(614)227-2100
<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:	6142272026
Email:	ipdocket@porterwright.com
Correspondent Name:	PORTER, WRIGHT, MORRIS & ARTHUR, LLP
Address Line 1:	41 SOUTH HIGH STREET
Address Line 2:	SUITES 2800-3200
Address Line 4:	COLUMBUS, OHIO 43215
ATTORNEY DOCKET NUMBER:	4018826-230034
NAME OF SUBMITTER:	RICHARD M. MESCHER
SIGNATURE:	/richard m. mescher/
DATE SIGNED:	07/02/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of July 1, 2021, is made by **FIT3D, INC.**, a Delaware corporation (“Borrower”), in favor of **DCP FUND III LLC**, an Ohio limited liability company (“Lender”).

Background Information

As a condition precedent to the making of advances by Lender under the Loan and Security Agreement dated as of even date herewith (the “Loan Agreement”) between Borrower and Lender, Borrower has granted to Lender a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. **Grant of Security.** Borrower hereby grants to Lender for the benefit of Lender a security interest in and to all of the right, title and interest of Borrower in, to and under Borrower’s Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the “IP Collateral”):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the “Copyrights”);

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

(e) 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

(f) 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, dilution, misappropriation, injury to goodwill, 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.

2. **Recordation.** Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. **New Collateral.** If, before the Obligations shall have been irrevocably paid in full and the Loan Agreement terminated, Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof, and Borrower shall give Lender written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at Lender's request, Borrower shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 3.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Intellectual Property, the IP Collateral, and Lender's security interests therein are as more fully set forth in the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

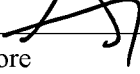
6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This 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 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

FIT3D, INC.

By:  _____
Name: Greg Moore
Title: CEO

AGREED TO AND ACCEPTED:

DCP FUND III LLC
By: DCP Fund III Manager LLC, its
Manager

By _____
Stephanie Fortener, Member

Signature Page to Intellectual Property Security Agreement

PATENT
REEL: 056747 FRAME: 0995

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

FIT3D, INC.

By: _____

Name: Greg Moore

Title: CEO

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me personally appeared Greg Moore, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FIT3D, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

Name:

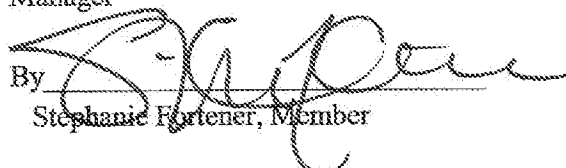
My commission expires:

AGREED TO AND ACCEPTED:

DCP FUND III LLC

By: DCP Fund III Manager LLC, its
Manager

By


Stephanie Fortener, Member

Signature Page to Intellectual Property Security Agreement

PATENT
REEL: 056747 FRAME: 0996

(g) SCHEDULES

For up to date list of USPTO information, please refer here (<https://uspto.report/company/Fit3d-Inc>)

Schedule 1 –

A. Registered Patents:

- Generation of body models and measurements
 - Patent number: 10,657,709
 - Filed: October 23, 2018
 - Granted: May 19, 2020
- System and method to capture and process body measurements
 - Patent number: 10,210,646
 - Filed: November 23, 2016
 - Granted: February 19, 2019
- System and method to capture and process body measurements
 - Patent number 9,526,442
 - Filed: May 3, 2014
 - Granted: December 27, 2016

B. Patent Applications:

- System and method to capture and process body measurements
 - Application number: 16277943
 - Filed: February 15, 2019
 - Publication number: 20190180492
 - Published: June 13, 2019
- System and method to capture and process body measurements
 - Application number: 14269140
 - Filed: May 3, 2014
 - Publication number: 20140340479
 - Published: November 20, 2014

C. Patent Licenses: None

Schedule 2 –

A. Registered Trademarks:

- ProScanner Mark Images
 - Filed March 23, 2015
 - Registration Number 4815080
 - Serial Number 86573500
- Fit3D Mark Images
 - Filed March 23, 2015
 - Registration Number 4850310
 - Serial Number 86573457

B. Trademark Applications: None

C. Trademark Licenses: None

Schedule 3 –

A. Registered Copyrights: None

B. Copyright Applications: None

C. Copyright Licenses: None