

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6922931

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	RIGUP, INC.	03/11/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC.	
<b>Street Address:</b>	2951 28TH STREET, SUITE 1000	
<b>City:</b>	SANTA MONICA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	90405	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	D846588	
<b>Patent Number:</b>	D849031	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	8013374500	
<b>Email:</b>	nwells@legendslaw.com	
<b>Correspondent Name:</b>	NICHOLAS D WELLS	
<b>Address Line 1:</b>	330 MAIN ST	
<b>Address Line 4:</b>	KAYSVILLE, UTAH 84037	
<b>ATTORNEY DOCKET NUMBER:</b>	5585.224	
<b>NAME OF SUBMITTER:</b>	NICHOLAS D. WELLS	
<b>SIGNATURE:</b>	/Nicholas Wells/	
<b>DATE SIGNED:</b>	09/17/2021	
<b>Total Attachments: 8</b>		
source=IP Security Agreement - RigUp - executed (00128645xC3F98)#page1.tif		
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**PATENT**

**REEL: 057518 FRAME: 0594**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of March 11, 2020, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Obsidian Agency Services, Inc., a California corporation, as collateral agent for Lenders (the "Collateral Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Collateral Agent, Obsidian Agency Services, Inc., a California corporation, as administrative agent for Lenders, Lenders and RigUp, Inc., Lenders have agreed to make Credit Extensions (collectively, "Loans") to RigUp, Inc. upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, to induce Lenders to enter into the Credit Agreement, to induce Lenders to make the Loans thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors, jointly and severally, hereby agree with Collateral Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

2. **Grant of Security Interest in Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Collateral Agent, and grants to Collateral Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Credit Agreement (including, without limitation, Exhibit A thereof), and shall not include any property of Grantors excluded from the definition of “Collateral” under the Credit Agreement.

3. **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. **Credit Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent and Lenders with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. **Termination.** Upon the payment in full of the Obligations (other than inchoate indemnity obligations and other Obligations that are expressly stated to survive the repayment of the Term Loan), the security interest in the Intellectual Property granted under this Agreement shall automatically terminate, and Collateral Agent shall, at Grantors’ request and expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement.

6. **Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. **Choice of Law, Venue, Jury Trial Waiver.**

(a) **Governing Law.** New York law governs the Loan Documents without regard to principles of conflicts of law. Borrowers and Lender each submit to the exclusive jurisdiction of the State and Federal courts in New York, New York; provided, however, that nothing in this Agreement shall be deemed to operate to preclude any Agent or Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent or Lender. Borrower expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Borrower hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Borrower, Agent and Lender hereby waive personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to Borrower, Agent or Lender, as applicable, at the address set forth in, or subsequently provided by Borrower, Agent or Lender, as applicable, in accordance with, Section 10 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of Borrower's, Agent's or Lender's, as applicable, actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

**(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER, AGENTS AND EACH LENDER WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**RigUp, Inc.**

By: 

Name: Xuan Yong

Title: President, Chief Executive Officer and  
Secretary

**COLLATERAL AGENT:**

**Obsidian Agency Services, Inc.**, a California  
corporation, as Collateral Agent

\_\_\_\_\_  
Name:

Title:

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**RigUp, Inc.**

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

Name: Xuan Yong

Title: President, Chief Executive Officer and  
Secretary

**COLLATERAL AGENT:**

**Obsidian Agency Services, Inc.**, a California  
corporation, as Collateral Agent

\_\_\_\_\_  
Name: *Rig Up*  
Title: *Vice President*

**SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**Patents:**

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder
COMPUTER DISPLAY SCREEN WITH TRANSITIONAL ENERGY INDUSTRY JOB TRACKER GRAPHICAL USER INTERFACE ELEMENT	D846,588	10/24/2017	USA	RigUp, Inc.
DISPLAY SCREEN OR POTION THEREOF WITH ENERGY INDUSTRY DASHBOARD GRAPHICAL USER INTERFACE	D849,031	10/24/2017	USA	RigUp, Inc

**Patent Applications:**

Description of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder
None.				

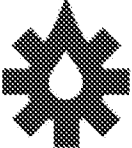
**Patent Licenses:**

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
None.		

**Trademarks:**

Trademark	Trademark Number	Date of Filing	Jurisdiction of Filing	Name of trademark holder
RIGUP – Service Mark	5,044,322	09/20/2016	USA	RigUp, Inc
MAKE OIL & GAS GREAT AGAIN – Service Mark	5,247,450	07/18/2017	USA	RigUp, Inc



	5,611,236	11/20/2018	USA	RigUp, Inc
GLOBAL MSA - Service Mark	-	Application Date 04/06/2018	USA	RigUp, Inc
EMPOWERING THE MEN AND WOMEN WHO POWER THE WORLD - Service Mark	5,636,880	12/25/2018	USA	RigUp, Inc
RIGUP	5,611,232	11/20/2018	USA	RigUp, Inc
MAKE OIL & GAS GREAT AGAIN	5,668,883	02/05/2019	USA	RigUp, Inc

**Trademark Applications:**

Trademark	Trademark Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower
None.				

**Trademark Licenses:**

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
None.		

**Registered Copyrights:**

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing	Name of copyright holder if other than Grantor
None.				

**Registered Copyright Applications:**

Copyright	Copyright Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Grantor

**Copyright Licenses:**

Name/Date of License Agreement	Name of Licensor	Expiration Date of License
None.		

**Other Material Intellectual Property Licenses/Agreements:**

Name/Date of License / Agreement	Name of Licensor / other party	Expiration Date of License
None.		