

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7005278

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>SEQUENCE:</b>	1	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SYSCEND, INC.	11/02/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ASSEMBLED BRANDS CAPITAL FUNDING LLC	
<b>Street Address:</b>	9000 SUNSET BOULEVARD, SUITE 1010	
<b>City:</b>	WEST HOLLYWOOD	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	90069	
<b>PROPERTY NUMBERS Total: 9</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	13513141	
<b>Application Number:</b>	12638944	
<b>Application Number:</b>	14612166	
<b>Application Number:</b>	29609887	
<b>Application Number:</b>	16441663	
<b>Application Number:</b>	16379514	
<b>Application Number:</b>	16923443	
<b>Application Number:</b>	16872928	
<b>PCT Number:</b>	US2010060411	
<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>Email:</b>	rboghosian@ctswlaw.com	
<b>Correspondent Name:</b>	ROBERT BOGHOSIAN	
<b>Address Line 1:</b>	420 LEXINGTON AVENUE SUITE 2400	
<b>Address Line 2:</b>	SUITE 2400	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10170	
<b>NAME OF SUBMITTER:</b>	ROBERT BOGHOSIAN	

<b>SIGNATURE:</b>	/s/ Robert Boghosian
<b>DATE SIGNED:</b>	11/03/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 12</b> source=00463636#page1.tif source=00463636#page2.tif source=00463636#page3.tif source=00463636#page4.tif source=00463636#page5.tif source=00463636#page6.tif source=00463636#page7.tif source=00463636#page8.tif source=00463636#page9.tif source=00463636#page10.tif source=00463636#page11.tif source=00463636#page12.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as the same may from time to time be amended, restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of November 2, 2021 by Syscend, Inc., a Delaware corporation (the “Grantor”), with a principal address of 407 Radam Lane, Building E, Austin, TX 78745, in favor of ASSEMBLED BRANDS CAPITAL FUNDING LLC, a Delaware limited liability company, as the Lender under the Credit Agreement described and defined below (in such capacity, the “Lender”), with a place of business at 9000 Sunset Boulevard, Suite 1010, West Hollywood, CA 90069. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

**RECITALS**

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith, by and among the Grantor and Guardian Bike Company, a Delaware corporation, as borrowers (collectively, the “Borrowers”), and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

B. Under the terms of the Credit and the other Loan Documents (collectively, the “Loan Documents”), Grantor has granted to Lender, a security interest in substantially all of Grantor’s assets, and agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

**NOW, THEREFORE**, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender this IP Security Agreement, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the “Intellectual Property Collateral”):

- a. The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);
- b. The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);







electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

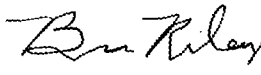
- c. All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

**SYSCEND, INC.**

By:   
Name: Brian Riley  
Title: Chief Executive Officer

**LENDER:**

**ASSEMBLED BRANDS CAPITAL FUNDING LLC**

By:   
Name: Michael Lipkin  
Title: Chief Operating Officer



**SCHEDULE A**  
**COPYRIGHT COLLATERAL**

NONE

**SCHEDULE B****PATENT COLLATERAL**

<b><u>COUNTRY</u></b>	<b><u>TITLE</u></b>	<b><u>APPLICATION NO. PATENT NO.</u></b>	<b><u>ISSUE DATE</u></b>
US	BRAKE SYSTEM AND APPARATUS	13/513,141 10,215,243	02/26/2019
US	BRAKE SYSTEM AND METHOD AND TWO-WHEELED VEHICLE USING THE SAME	12/638,944 8,333,266	12/18/2012
US	HUB AND DISK BRAKE SYSTEM AND APPARATUS	14/612,166 10,252,770	04/09/2019
US	BRAKE SLIDER	29/609,887 D879,687	03/31/2020
US	BICYCLE SIZER	16/441,663 10,685,153	06/16/2020
US	DISK AND HUB BRAKE SYSTEM AND APPARATUS	16/379514 11,021,208	06/01/2021
US	HYDRAULIC BRAKE SYSTEM AND APPARATUS	16/923443	7/8/2020
US	BICYCLE SIZER	16/872928	

Schedule B to IP Security Agreement

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{00460787.DOCX; 4}

**PATENT**

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REEL: 058009 FRAME: 0672

## FOREIGN PATENTS

<u>COUNTRY</u>	<u>APPLICATION NO.</u> <u>PUBLICATION NO.</u> <u>PATENT NO.</u>	<u>FILING DATE</u> <u>PUBLICATION</u> <u>DATE</u> <u>ISSUE DATE</u>	<u>TITLE</u>
EP	PCT/US2010/060411 EP20100838217 EP2512908	15 Dec. 2010 24 Oct. 2012 30 May 2018	BRAKE SYSTEM AND APPARATUS
EP	PCT/US2010/060411 EP2018169932 EP3375702	15 Dec. 2010 19 SEP. 2018	APPARATUS (HYDRAULIC BRAKE SYSTEM)
EP	EP2019819474 <u>EP3807834A4</u>	6/14/2019 8/4/2021	BICYCLE SIZER
CN	PCT/US2010/060411 CN102770337 CN201080063859	15 Dec. 2010 7 Nov. 2011 15 July 2015	BRAKE SYSTEM AND APPARATUS
CN	PCT/US2010/060411 CN20141320593 CN104590227	15 Dec. 2010 6 May 2015 21 Dec 2018	REPAIR KIT FOR BRAKE EQUIPMENT
CN	CN201980048557A <u>CN112567417A</u>	6/14/2019 3/26/2021	BICYCLE SIZE DETERMINER
TW	TW98142984 TW201111227 TW I400175	15 Dec 2009 16 Nov 2011 1 July 2013	BRAKE SYSTEM AND METHOD AND TWO-WHEELED VEHICLE USING THE SAME
TW	TW099143801 TW201139203 TW I545052	14 Dec. 2010 16 Nov. 2011 11 Aug. 2016	BRAKE SYSTEM AND APPARATUS
IN	IN202117001247A <u>IN202117001247A</u>	1/11/2021 3/19/2021	

Schedule B to IP Security Agreement

{00460787.DOCX; 4}

**PATENT**


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**REEL: 058009 FRAME: 0673**

# SCHEDULE C

## TRADEMARKS AND TRADE NAMES UNITED STATES TRADEMARKS

<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP/REG. DATE</u>
AIROS	90/090122 6391252	8/03/2020 6/15/2021
ETHOS	90/081598	07/29/2020
RIDESIZER	88/446240 5926557	5/24/2019 12/03/2019
EASY TO GO, EASY TO STOP	87/367858 5300977	3/12/2017 10/03/2017
GUARDIAN	87/367847 5300973	3/11/2017 10/03/2017
SURESTOP	86/516203 4803842	1/27/2015 09/01/2015
GUARDIAN BIKE COMPANY	86/546083 5023372	2/25/2015 08/16/2016

## FOREIGN TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>APP/REG. NO</u>	<u>APP/REG. DATE</u>
AU	SURESTOP	1855180 1855180	06/29/2017 06/29/2017
BR	SURESTOP	913006408	7/7/2017
CN	GUARDIAN	53209728 53209728	1/22/2021 9/28/2021
CN	GUARDIAN 	53229316	1/22/2021
IN	SURESTOP	3578187	06/24/2017
MX	SURESTOP	0119851913562 1811271	07/05/2017 10/18/2017
EM	SURESTOP	016941601 016941601	6/30/2017 10/12/2017
TW	SURESTOP	107025001	4/24/2018
GB	SURESTOP	UK00916941601 UK00916941601	6/30/2017 10/12/2017

**SCHEDULE D**  
**DOMAIN NAMES**

<b><u>Internet Domain Name</u></b>	<b><u>Expiration Date</u></b>
www.guardianbikes.com	05/12/2021

Guardianbikes.com  
Surestop.bike  
Guardianbike.com  
Childrensbikereviews.com  
Electricbicycle.reviews  
Gardianbike.com  
Giveguardian.com  
Kidbikecomparisons.com  
Kidbikereviews.com  
Kidsbike.reviews  
Kidsbikecompare.com  
Kidsbikecomparison.com  
Kidsbikesizes.com  
Kidsreviews.bike  
Ridesizer.com  
Safeelectricbikes.com