PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7091902

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT			

CONVEYING PARTY DATA

Name	Execution Date
DYNATRAC PRODUCTS, LLC	12/23/2021
ICON VEHICLE DYNAMICS LLC	12/23/2021

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A., AS COLLATERAL AGENT		
Street Address:	111 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		

PROPERTY NUMBERS Total: 17

Property Type	Number			
Patent Number:	8794860			
Patent Number:	7669330			
Patent Number:	9610819			
Patent Number:	10035396			
Patent Number:	10625555			
Patent Number:	10731700			
Patent Number:	10570976			
Patent Number:	D893378			
Patent Number:	11090976			
Application Number:	17206081			
Application Number:	63150263			
Application Number:	17445028			
Application Number:	29802197			
Application Number:	29802195			
Application Number:	29784464			
Application Number:	29784466			
PCT Number:	US2171707			

CORRESPONDENCE DATA

PATENT REEL: 058576 FRAME: 0435

507045064

Fax Number: (212)294-4700

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: 2122946635

Email: dkumar@winston.com

Correspondent Name: WINSTON & STRAWN LLP - BECKY L. TROUTMAN

Address Line 1: 101 CALIFORNIA STREET

Address Line 2: 35TH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER:	013757.180 IPSA / BMO
NAME OF SUBMITTER:	BECKY L. TROUTMAN
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	12/23/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 23, 2021 (the "Effective Date") between each of the signatories hereto (collectively, the "Grantors") in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of May 16, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors, the other grantors party thereto and the Collateral Agent (capitalized terms used herein but not defined herein shall have their respective meanings as defined in the Pledge and Security Agreement); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

SECTION 1. GRANT OF SECURITY.

As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

- (b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").
- (c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. §1051(d) or amendment to allege use under 15 U.S.C. §1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").
- (d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "*Trade Secrets*").

SECTION 2. RECORDATION.

Each Grantor authorizes and requests that the United States Patent and Trademark Office, the U.S. Copyright Office and any other applicable government officer record this Agreement.

SECTION 3. COUNTERPARTS.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page

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of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. GOVERNING LAW.

This Agreement and any claims, 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 law of the State of New York.

SECTION 5. CONFLICT PROVISION.

This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

DYNATRAC PRODUCTS, LLC

as a Grantor

By:

Name: William Conn

Title: Chief Financial Officer

ICON VEHICLE DYNAMICS LLC

as a Grantor

Name: William Conn

Title: Chief Financial Officer

Address:

10411 Airport RD, Suite 200

Everett, WA, 98204

BMO HARRIS BANK N.A., as Collateral Agent

By:

Name: Dan Weeks Title: Managing Director

Address:

111 West Monroe Street Chicago, IL 60603 Attention: Dan Weeks

REEL: 058576 FRAME: 0441

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent and Patent Applications

1. Dynatrac Products, LLC

Title	[Appl. Number] Patent Number	[Filing Date] Issue Date	Status
ROTATIONAL CONNECTOR DEVICE	[12/455,839] 8,794,860	[Jun. 8, 2009] Aug. 5, 2014	Issued
METHOD FOR STRUCTURING A GEAR ASSEMBLY HOUSING	[11/177,985] 7,669,330	[Jul. 8, 2005] Mar. 2, 2010	Issued
AXLE ASSEMBLY	[17/206,081]	[Mar. 18, 2021]	Pending

2. Icon Vehicle Dynamics LLC

Owned Intellectual Property						
Record Owner: Icon Vehicle Dynamics, LLC						
Jurisdiction	Registration / Application Number	Registration / Application Date				
US	9,610,819	04-Apr-2017	Issued	Patent		
US	10,035,396	31-Jul-2018	Issued	Patent		
US	10,625,555	21-Apr-2020	Issued	Patent		
Australia	2015355064	03-Oct-2019	Issued	Patent		
China	CN107000527	27-Aug-2019	Issued	Patent		
US	10,731,700	04-Aug-2020	Issued	Patent		
US	10,570,976	25-Feb-2020	Issued	Patent		
US	D893,378	18-Aug-2020	Issued	Patent		
US	11,090,976	17-Aug-2021	Issued	Patent		
Taiwan	106134659 I738887	11-Oct-2017	Issued	Patent		
US	63/150,263	17-Feb-2021	Pending	Patent		
US	17/445,028	13-Aug-2021	Pending	Patent		
PCT	PCT/US2021/071707	04-Oct-2021	Pending	Patent		
US	29/802,197	03-Aug-2021	Pending	Patent		
US	29/802,195	03-Aug-2021	Pending	Patent		
US	29/784,464	19-May-2021	Pending	Patent		
US	29/784,466	19-May-2021	Pending	Patent		
Australia	202117180	19-Nov-2021	Pending	Patent		
Australia	202117181	19-Nov-2021	Pending	Patent		
United Arab Emirates	P6000655/2017	01-Jun-2017	Pending	Patent		
United Arab Emirates	P6001344/2017	18-Oct-2017	Pending	Patent		
Australia	2017239603	06-Oct-2017	Pending	Patent		
Canada	2981430	04-Oct-2017	Pending	Patent		
China	201710983332.X	20-Oct-2017	Pending	Patent		

Trademark and Trademark Applications

1. Dynatrac Products, LLC

a. None

2. Icon Vehicle Dynamics LLC

Trademark	Country / State	Serial No. Reg No.	Filing Date Reg. Date	Status	Record Owner
INNER) DCK	US	90/654,859	19- APR- 2021	Pending	ICON VEHICLE DYNAMICS LLC
MPACT OFF-ROAD ARMOR	US	90/432,703	30- DEC- 2020	Pending	ICON VEHICLE DYNAMICS LLC
ICON ALLOYS	US	90/432,963	30- DEC- 2020	Pending	ICON VEHICLE DYNAMICS LLC
ICON	US	90/433,340	30- DEC- 2020	Pending	ICON VEHICLE DYNAMICS LLC
DELTAYOINT	US	5,393,043	30- JAN- 2018	Registered	ICON VEHICLE DYNAMICS LLC

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Trademark	Country / State	Serial No. Reg No.	Filing Date Reg. Date	Status	Record Owner
	US	5,001,023	19- JUL- 2016	Registered	ICON VEHICLE DYNAMICS LLC
VEHICLE DYNAMICS	US	4,916,975	15- MAR- 2016	Registered	ICON VEHICLE DYNAMICS LLC
	AU	1866232	30- APR- 2018	Registered	Icon Vehicle Dynamics LLC
	CN	25983819	21- AUG- 2018	Registered	ICON VEHICLE DYNAMICS LLC
VEHICLE DYNAMICS	AE	237494	18- JAN- 2016	Registered	ICON VEHICLE DYNAMICS LLC (based on copy of registration certificate provided)

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RECORDED: 12/23/2021