

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7346208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRUBLUE LLC	05/20/2019
RECEIVING PARTY DATA	
Name:	THE HUNTINGTON NATIONAL BANK, SUCCESSOR BY MERGER TO TCF NATIONAL BANK
Street Address:	222 N. LASALLE ST., 12TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	17203157
Application Number:	17025040
Patent Number:	11293478
Patent Number:	D945252
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
<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:	3128637198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	NANCY J. BROUGHER, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD.
Address Line 2:	55 EAST MONROE, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7138.018
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	05/24/2022
Total Attachments: 8	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") is made as of May 20, 2019 by TRUBLUE LLC, a Colorado limited liability company ("Grantor"), in favor of TCF CAPITAL FUNDING, A DIVISION OF TCF NATIONAL BANK, as Lender (in such capacity, "Grantee").

WITNESSETH

WHEREAS, Grantor, Grantee, and HEAD RUSH INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Parent"), are parties to that certain Credit Agreement dated as of May 20, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith among Parent, Grantor, Grantee and the other parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the Grantor's assets including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) patents and patent applications and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world (collectively, "Patents") and all products and proceeds thereof, to secure the payment of all of the Liabilities;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following

(all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Grantor not to sue third persons (other than Permitted Liens);

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Liabilities have been paid in full pursuant to the terms of the Credit Agreement, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. New Patents. If, before the Liabilities have been paid in full pursuant to the terms of the Credit Agreement, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Grantee, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule I to include any such Patents.

6. Duties of Grantor. Grantor shall (i) prosecute diligently any patent applications pending as of the date hereof or hereafter for Patents which are necessary or

reasonably desirable in the conduct of Grantor's business, (ii) make application on unpatented but patentable inventions, which are necessary or reasonably desirable in the conduct of Grantor's business, (iii) preserve and maintain all rights in the Patents, which are necessary or reasonably desirable in the conduct of Grantor's business, and (iv) ensure that the Patents are and remain enforceable.

7. Grantee's Right to Sue. Upon the occurrence and during the continuance of a Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all out-of-pocket costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Credit Agreement or the Security Agreement or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of a Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patents or (ii) take any other actions with respect to the Patents as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. 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 Liabilities shall have been paid in full pursuant to the terms of the Credit Agreement. Grantor hereby further acknowledges and agrees that the use by Grantee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

9. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN CHICAGO, ILLINOIS BY SIGNING AND DELIVERING IT THERE. 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 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.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if

any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRULUE LLC, a Colorado limited liability company

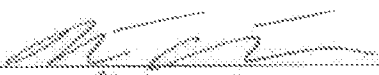
By: 

Name: Paul Caragher

Title: President

Agreed and Accepted
As of the Date First Written Above

TCF CAPITAL FUNDING, A DIVISION OF
TCF NATIONAL BANK.

By: 
Name: Mark Carlson
Title: AVP

SCHEDULE 1

PATENTS

PATENT	APPLICATION NUMBER	FILE DATE	PUBLICATION OR PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
Cable-traversing trolley adapted for use with impact braking	16/041431	07/20/18	NA	NA	TruBlue LLC
Double-Lock Carabiner	15/886410	02/01/18	NA	NA	TruBlue LLC
Carabiner	29/622582	10/18/17	D841,440	02/26/19	TruBlue LLC
Zipline trolley	29/622586	10/18/17	D834,402	11/27/18	TruBlue LLC
Tree climbing device	14/857266	09/17/15	10,058,757	08/28/18	TruBlue LLC
Cable-traversing trolley adapted for use with impact braking	14/664286	03/20/15	10,046,745	08/14/18	TruBlue LLC
Carabiner	29/674288	12/20/2018	NA	NA	TruBlue LLC
Handle Bar	29/622597	10/18/2017	NA	NA	TruBlue LLC
Zipline Trolley	29/622606	10/18/2017	NA	NA	TruBlue LLC
Cable and Structure Traversing Trolleys	16/188625	11/13/2018	NA	NA	TruBlue LLC
Eddy current braking device for linear systems	14/831310	08/20/2015	10035421	07/31/2018	TruBlue LLC
Eddy current braking device for rotary systems	14/831358	08/20/2015	20160052401	NA	TruBlue LLC
Permissions-based alarm system and method	14/968511	12/14/2015	9589437	03/07/2017	TruBlue LLC
Permissions-based alarm system and method	14/212502	03/14/2014	9211462	12/15/2015	TruBlue LLC

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Schedule 1 to Patent Security Agreement is hereby amended by adding the following Patents:
Patents:

PATENT	APPLICATION NUMBER	FILE DATE	PATENT NUMBER
Line dispensing devices	17/203157	03/16/21	N/A
Lock-off descent control systems and devices	17/025040	09/18/20	N/A
Carabiner	17/089242	11/04/20	11,293,478
Carabiner	29/717694	12/18/19	D945,252