

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7509215

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	507388825
CONVEYING PARTY DATA	
Name	Execution Date
WESTERN ALLIANCE BANK	07/15/2022
RECEIVING PARTY DATA	
Name:	INVENTABLES, INC.
Street Address:	328 S. JEFFERSON STEET, STE. 260
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9517540
Application Number:	29541137
CORRESPONDENCE DATA	
Fax Number:	
<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:	8013206588
Email:	lrinaldi@celticbank.com
Correspondent Name:	LESLIE RINALDI
Address Line 1:	268 S STATE ST
Address Line 2:	STE 300
Address Line 4:	SALT LAKE CITY, UTAH 84111
NAME OF SUBMITTER:	LESLIE K RINALDI
SIGNATURE:	// Leslie K Rinaldi //
DATE SIGNED:	08/29/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 15	
source=Inventables WAB Payoff Letter - Signed#page1.tif	
source=Inventables WAB Payoff Letter - Signed#page2.tif	
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page1.tif	

source=WAL_Inventables_USPTO NORs (Patents and TMs)#page2.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page3.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page4.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page5.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page6.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page7.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page8.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page9.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page10.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page11.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page12.tif
source=WAL_Inventables_USPTO NORs (Patents and TMs)#page13.tif

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INVENTABLES, INC.	11/09/2020
RECEIVING PARTY DATA	
Name:	WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION
Street Address:	55 ALMADEN BOULEVARD, SUITE 100
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D775246
Patent Number:	9517540
CORRESPONDENCE DATA	
Fax Number: Phone: 7033826485 Email: DHall@vlpplawgroup.com <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> Correspondent Name: DAVIS HALL Address Line 1: 12703 HITCHCOCK COURT Address Line 4: RESTON, VIRGINIA 20191	
ATTORNEY DOCKET NUMBER:	WAL-INVENTABLES
NAME OF SUBMITTER:	DAVIS HALL
Signature:	/DavisHall/
Date:	11/10/2020
Total Attachments: 6 source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page1.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page2.tif	

source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page3.tif
source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page4.tif
source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page5.tif
source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page6.tif

RECEIPT INFORMATION

EPAS ID: PAT6393494
Receipt Date: 11/10/2020

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inventables, Inc.		11/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, an Arizona corporation		
Street Address:	55 Almaden Boulevard, Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86637731	X-CONTROLLER	
Serial Number:	86499660	X-CARVE	
Serial Number:	86100517	CARVEY	
Serial Number:	86100489	EASEL	
Serial Number:	86028231	THE HARDWARE STORE FOR DESIGNERS	
Serial Number:	85464235	WORKSPACE	
Serial Number:	78595952	INVENTABLES	
Serial Number:	78595968	DESIGNAID	
Serial Number:	88559112	CARVEY	
CORRESPONDENCE DATA			
Phone:	7033826485		
Email:	DHall@viplawgroup.com		
<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>			
Correspondent Name:	Davis Hall		
Address Line 1:	12703 Hitchcock Court		
Address Line 4:	Reston, VIRGINIA 20191		

NAME OF SUBMITTER:	Davis Hall
Signature:	/DavisHall/
Date:	11/10/2020
Total Attachments: 6 source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page1.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page2.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page3.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page4.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page5.tif source=WAL_Inventables_Intellectual Property Security Agreement (2020)_executed#page6.tif	
RECEIPT INFORMATION ETAS ID: TM607861 Receipt Date: 11/10/2020 Fee Amount: \$240	



June 15, 2022

Inventables, Inc.
600 W Van Buren St Suite 215
Chicago, IL 60607

Loan Number: 4703200047-40001

Borrower: Inventables, Inc.

Reference is made to the Loan and Security Agreement, dated as of November 9, 2020, as may be amended, restated, supplemented, otherwise modified (the "Loan Agreement") by and between Western Alliance Bank, an Arizona corporation ("Bank") and Inventables, Inc., a Delaware corporation ("Borrower"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and the other Loan Documents and has requested that Bank provide Borrower with pay-off amounts for the obligations owing by Borrower to Bank under the Loan Documents. The pay-off amounts for Borrower as of **June 17, 2022** (the "Determination Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Determination Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal:	\$3,000,000.00
Interest to: <u>6/17/22</u>	\$17,625.00
Demand Fee:	\$30.00
Facility Fee	\$0.00
Legal Fee	\$3,265.00
UCC Termination Fee	\$70.50
Total	\$3,020,930.50

The per diem accrual of interest and fees on the unpaid principal amount of the Credit Extensions (the "Per Diem Amount") is: **\$458.33**

From and after the Determination Date and until the Repayment Date (as defined below), interest shall continue to accrue on the unpaid principal amount of the Credit Extensions at the rate set forth in the Loan Agreement as reflected in the Per Diem Amount set forth herein. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount; provided however that the figures above are only effective for thirty (30) days from the date of this letter. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes no additional Credit Extensions under the Loan Agreement and this letter agreement confirms that Borrower has waived the right to seek any such additional Credit Extensions, and Bank shall not make any further Credit Extensions under the Loan Documents to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Western Alliance Bank
55 Almaden Boulevard, Suite 100
San Jose, CA 95113
ABA Routing No. 121 143 260
Account No. 1891483302
Reference: Inventables, Inc. payoff

Upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Repayment Date"), without further action on the part of the parties hereto (i) all Obligations (as defined in the Loan Agreement) owing from Borrower to Bank under the Loan Documents shall be paid and discharged in full (other than any obligations owing with respect to credit cards and letter of credit reimbursement obligations) and any other obligations under any deposit (or similar bank) account agreements which remain after Bank's receipt of the Pay-Off Amount; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Documents shall be terminated; (iii) all guarantees, security interests and other liens of every type at any time granted to or held by Bank as security shall be automatically and immediately terminated, released and discharged (other than any security provided with respect to credit cards obligations and letter of credit reimbursement obligations), and (iv) all other obligations of Borrower under the Loan Documents shall be deemed automatically terminated other than (1) any Success/exit fees or (2) Warrant(s); (3) any obligations owing with respect to credit cards and letter of credit reimbursement obligations and (4) any other obligations under any deposit (or similar bank) account agreements which remain after Bank's receipt of the Pay-Off Amount; provided, however, those obligations that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall survive; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived obligations.

From and after the Repayment Date, Bank (at Borrower's sole cost and expense) (i) authorizes Borrower or Borrower's designee to file any UCC3 termination statements necessary to terminate all UCC financing statements in Bank's favor with respect to Borrower and any other releases, termination statements or intellectual property security releases, account control agreement or Bailee waivers necessary or desirable to terminate or evidence the termination of any other security interest or other lien held by Bank under the Loan Documents), (ii) shall execute and deliver to Borrower or Borrower's designee all collateral with respect to the Loan Documents which are in the possession of Bank, and (iii) shall deliver to Borrower or Borrower's designee any other documents, instruments, releases or other agreements necessary or reasonably requested by Borrower to release or terminate any security interest or lien with respect to Borrower's assets or to evidence the release or termination of any guarantee, security interest or lien thereto. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Bank on or after the Repayment Date shall be prepared at Borrower's expense and any costs or expenses incurred by Bank with respect to such items (including all reasonable out-of-pocket attorneys' fees) shall be reimbursed promptly by Borrower on demand. Borrower hereby waives any and all claims and releases Bank and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and representatives and agents harmless from all claims, liabilities, damages, fees, costs and expenses associated with, caused by, or arising from Bank's preparation of any the aforementioned documents.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK, MEMBER FDIC.

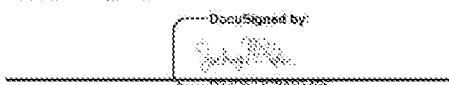


Aaron Aplonio

Relationship Manager

Acknowledged by:

Inventables, Inc.



By:

Name: Zach Kaplan

Title: zach@inventables.com

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 9, 2020 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and INVENTABLES, INC. ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of November 9, 2020 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

INVENTABLES, INC

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:

328 S. Jefferson Street, Suite 260

Chicago, IL 60661

Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Aaron Apolonio

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

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

GRANTOR:

INVENTABLES, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn:

328 S. Jefferson Street, Suite 260

Chicago, IL 60661

Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Aaron Apolonio

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
X-CONTROLLER	86637731	4900772	February 16, 2016
X-CARVE	86499660	4828983	October 6, 2015
CARVEY	86100517	4577810	July 29, 2014
EASEL	86100489	4549323	June 10, 2014
THE HARDWARE STORE FOR DESIGNERS	86028231	4476378	January 28, 2014
WORKSPACE	85464235		November 3, 2011*
INVENTABLES	78595952	3085004	April 25, 2006
DESIGNAID	78595968	3079283	April 11, 2006
CARVEY	88559112	5991063	August 1, 2019 February 18, 2020

*Indicates dead, abandoned or cancelled trademark

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Milling machine	D775,246	D/541,137	Issued	Dec. 27, 2016
Milling machine with a smart clamp for automatically determining the Z origin of a work piece	9,517,540	14/871, 326	Issued	Dec. 13, 2016