

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7514332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN TRADEMARKS AND PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
PENN MEZZANINE, L.P.	08/30/2022
RECEIVING PARTY DATA	
Name:	KE COMPANY ACQUISITION CORP.
Street Address:	2140 S DUPONT HWY
City:	CAMDEN
State/Country:	DELAWARE
Postal Code:	19934
Name:	NUSPACE, INC.
Street Address:	4401 E. DONALD DOUGLAS DRIVE
City:	LONG BEACH
State/Country:	CALIFORNIA
Postal Code:	90808
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13432618
Application Number:	13052862
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:	8582570404
Email:	jbell@vlc.law
Correspondent Name:	JONATHAN BELL
Address Line 1:	9984 SCRIPPS RANCH BOULEVARD
Address Line 2:	#324
Address Line 4:	SAN DIEGO, CALIFORNIA 92131
NAME OF SUBMITTER:	JONATHANBELL
SIGNATURE:	/jonathan bell/
DATE SIGNED:	08/31/2022

Total Attachments: 17

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

THIS TERMINATION OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (this "Agreement"), is made as of August 30, 2022 (the "Effective Date"), by and between NuSpace, a California corporation ("NuSpace" which was formally Keystone Engineering Corporation, a California corporation), and KE Company Acquisition Corp., a Delaware corporation ("KECAC", along with NuSpace, each a "Credit Party" and collectively the "Credit Parties"), on one hand, and Penn Mezzanine, L.P., a Delaware limited partnership (the "Secured Party") on the other hand.

RECITALS

WHEREAS, Credit Parties and Secured Party entered into that certain Intellectual Property Security Agreement dated as of March 29, 2013 (the "Intellectual Property Agreement"), attached hereto as Exhibit A, a true and correct copy of which was recorded by the United States Patent and Trademark Office on March 29, 2013 at Reel: 030173 , Frame: 0953;

WHEREAS, Credit Parties are the owners of record of the trademark listed on Schedule A to the Intellectual Property Agreement (the "Trademark") and the patents listed on Schedule B to the Intellectual Property Agreement (collectively, the "Patents");

WHEREAS, the Secured Party desires to release its security interest in the Trademark and Patents and terminate the Security Agreement given that all credit extended by the Secured Party to the Credit Parties has been paid in full and all corresponding financing arrangements have been terminated;

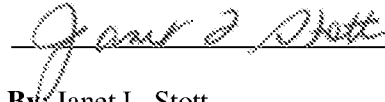
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Secured Party hereby:

1. Releases and reassigns to the Credit Parties any and all liens, security interests, right, title and interest of Secured Party pursuant to the Intellectual Property Agreement in the Trademark and any related applications more fully described in Schedule A to the Intellectual Property Agreement attached hereto as Exhibit A, without recourse or representation or warranty, express or implied; and
2. Releases and reassigns to Credit Parties any and all liens, security interests, right, title and interest of Secured Party pursuant to the Intellectual Property Agreement in the Patents and any related applications more fully described in Schedule B to the Intellectual Property Agreement attached hereto as Exhibit A, without recourse or representation or warranty, express or implied; and
3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest in Trademarks and Patents to be signed by its duly authorized representative as of this 30th day of August, 2022.

**PENN MEZZANINE, L.P.,
a Delaware limited partnership**

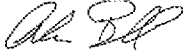
A handwritten signature in cursive script, appearing to read "Janet L. Stott", is written over a solid horizontal line.

By: Janet L. Stott
Its: Chief Financial Office

IN WITNESS WHEREOF, Credit Parties have caused this Termination of Security Interest in Trademarks and Patents to be signed by its duly authorized representative as of this 30th day of August, 2022.

NUSPACE, INC.,
a California Corporation

KE COMPANY ACQUISITION CORP.,
a Delaware Corporation



By: Andrew Bushell
Its: Vice President

By: Andrew Bushell
Its: Vice President

Exhibit A

Intellectual Property Security Agreement

(see attached)

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND SECURITY INTERESTS CREATED PURSUANT HERETO ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF MARCH 29, 2013, AMONG (I) PENN MEZZANINE, L.P., AS A "SUBORDINATED CREDITOR", (II) THE OTHER SUBORDINATED CREDITORS PARTY THERETO, IF ANY, (III) KEYSTONE ENGINEERING COMPANY, A CALIFORNIA CORPORATION ("KEYSTONE"), KE COMPANY ACQUISITION CORP., A DELAWARE CORPORATION ("HOLDING COMPANY") (COLLECTIVELY REFERRED TO AS THE "BORROWERS" AND INDIVIDUALLY AS A "BORROWER"), (IV) THE OTHER "CREDIT PARTIES" IN ADDITION TO THE BORROWERS PARTY THERETO, IF ANY, AND (V) FIFTH THIRD BANK, AS A SENIOR CREDITOR THEREUNDER, AND ANY OTHER SENIOR CREDITORS PARTY THERETO, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS AND THE OTHER CREDIT PARTIES PURSUANT TO THE SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE SENIOR DEBT DOCUMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 29, 2013, by and among Penn Mezzanine, L.P., a Delaware limited partnership ("Purchaser"), Keystone Engineering Company, a California corporation ("Keystone"), and KE Company Acquisition Corp., a Delaware corporation ("Holding Company") (Keystone and Holding Company are each individually a "Credit Party" and collectively the "Credit Parties").

WITNESSETH:

WHEREAS, contemporaneously herewith, Purchaser is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to the Credit Parties pursuant to that certain Subordinated Note and Warrant Purchase Agreement of even date herewith by and among Purchaser and the Credit Parties (as amended or restated from time to time, the "Note Purchase Agreement") and the "Transaction Documents" (as defined in the Note Purchase Agreement) (the Note Purchase Agreement, together with the Transaction Documents are collectively the "Loan Documents") (capitalized terms used and not otherwise defined herein shall have the meaning set forth in the Note Purchase Agreement);

WHEREAS, pursuant to the Loan Documents, the Credit Parties granted to Purchaser a second position priority security interest and lien in and to all of the Credit Parties' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Purchaser is willing to provide the Financial Accommodations to the Credit Parties, provided, among other things, the Credit Parties execute and deliver this Agreement to Purchaser.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of the Credit Parties and Purchaser set forth herein, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Credit Parties covenant unto and agree with Purchaser as follows:

1. **Incorporation of Note Purchase Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Schedules, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Note Purchase Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Credit Party hereby grants and conveys to Purchaser a second position priority security interest and lien in and to all of such Credit Parties' right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral"):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Schedule A, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Schedule B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Schedule C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Credit Party is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Note Purchase Agreement now or hereafter owned by such Credit Party and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Credit Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Agreement is made for collateral purposes only. The Credit Parties acknowledge and agree that upon the occurrence and continuance of an Event of Default, and upon written notice to the Credit Parties, subject to the Intercreditor Agreement, the Intellectual Property Collateral shall be immediately conveyed to Purchaser without any further action by any party, and Purchaser shall have the power to use and/or sell the Intellectual Property Collateral. The Credit Parties covenant and agree to execute and deliver to Purchaser all agreements, instruments, documents and other written matter that Purchaser may request, in form and substance acceptable to Purchaser, to perfect and maintain perfected Purchaser's security interest and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Section 2.

3. **Restrictions on Future Agreements.**

A. The Credit Parties agree that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, the Credit Parties will not, without Purchaser's prior written consent, enter into any document, instrument or agreement which is inconsistent with the Credit Parties' obligations under this Agreement. The Credit Parties further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Purchaser under this Agreement.

B. Each Credit Party hereby represents and warrants to Purchaser that such Credit Party has not granted any license to any Person other than Purchaser, except pursuant to the Senior Credit Agreement, in connection with any of the Intellectual Property Collateral. Each Credit Party hereby covenants unto Purchaser that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Credit Party shall not grant any license to any third party in connection with the Intellectual Property Collateral without Purchaser's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Credit Party represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Schedules A, B, C and D respectively, constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Credit Party. If, prior to payment of the Obligations in full, such Credit Party shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Section 2 above shall automatically apply thereto and such Credit Party shall provide Purchaser with immediate notice thereof. The Credit Parties hereby authorize Purchaser to modify this Agreement by amending Schedules A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Credit Party hereby agrees that, subject to the Intercreditor Agreement, the use by Purchaser of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Purchaser to such Credit Party. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Purchaser of the Obligations in full and the termination of the Loan Documents.

6. **Purchaser's Right to Inspect.** Purchaser shall have the right to inspect the Credit Parties' premises and to examine the Credit Parties' books, records and operations, including, without limitation, the Credit Parties' quality control processes. Upon an Event of Default, the Credit Parties agree that Purchaser shall have the right to establish such additional product quality controls as Purchaser, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Purchaser under the Trademarks, Patents, Copyrights or Licenses. Each Credit Party agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products produced in connection with the Intellectual Property Collateral consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any way without Purchaser's prior written consent.

7. **Nature and Termination of Purchaser's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Sections 3, 6, 8 and 13 hereof, nothing contained herein shall be deemed to limit in any way the Credit Parties' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Purchaser any right to use the Trademarks, Patents, Copyrights or Licenses prior to an Event of Default.

8. **Duties of the Credit Parties.** The Credit Parties shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by the Credit Parties. The Credit Parties shall not abandon any Intellectual Property Collateral, without the prior written consent of Purchaser.

9. **Purchaser's Right to Sue.** Upon an Event of Default, subject to the Intercreditor Agreement, Purchaser shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Credit Party to enforce the Trademarks, Patents, Copyrights and Licenses. If Purchaser shall commence any such suit, the Credit Parties shall, at the request of Purchaser, do any and all acts and execute any and all instruments, documents and agreements required by Purchaser to enforce such Intellectual Property Collateral, and the Credit Parties shall promptly, upon demand, reimburse and indemnify Purchaser for all costs and expenses incurred by Purchaser in the exercise of its rights and remedies under this Section 9.

10. **Waivers.** Purchaser's failure at any time or times hereafter to require strict performance by the Credit Parties of any provision of this Agreement shall not waive, affect or diminish any right of Purchaser thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Purchaser of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of the Credit Parties contained in this Agreement and no Event of Default by the Credit Parties shall be deemed to have been suspended or waived by Purchaser unless such suspension or waiver is in writing signed by an officer of Purchaser and directed to the Credit Parties specifying such suspension or waiver.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Purchaser's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Credit Party hereby authorizes Purchaser to make, constitute and appoint any officer or agent of Purchaser as Purchaser may select, in its sole discretion, as such Credit Party's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Purchaser of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Credit Party's name on all applications, documents, papers and instruments necessary or desirable for Purchaser in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Purchaser decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Purchaser may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Credit Party agrees to indemnify Purchaser for any infringement claims or other similar claims filed or asserted against Purchaser from the use of any of the Intellectual Property Collateral. The Credit Parties hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between the Credit Parties and Purchaser have been terminated. The Credit Parties acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Purchaser under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Credit Parties and their successors and assigns, and shall inure to the benefit of Purchaser, its nominees, successors and assigns.

15. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Note Purchase Agreement and shall be effective as set forth in the Note Purchase Agreement.

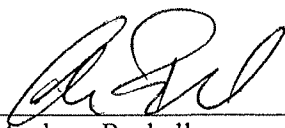
16. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Delaware County, Pennsylvania, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the Commonwealth of Pennsylvania.

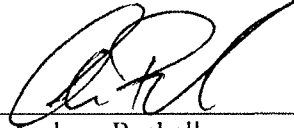
17. **Joint and Several.** All references to "Credit Party" and "Credit Parties" shall mean Keystone and Holding Company, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of the Credit Parties shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Keystone and Holding Company.

IN WITNESS WHEREOF, the Credit Parties' duly authorized officers, members or managers, as applicable, have executed this Agreement as of the date first set forth above.

KEYSTONE ENGINEERING COMPANY,
a California corporation

KE COMPANY ACQUISITION CORP.,
a Delaware corporation

By: 
Name: Andrew Bushell
Title: Vice President

By: 
Name: Andrew Bushell
Title: Vice President

ACCEPTANCE

The undersigned, Penn Mezzanine, L.P., accepts the foregoing Collateral Assignment of Intellectual Property.

PENN MEZZANINE, L.P.,
a Delaware limited partnership

By: Penn Mezzanine Partners GP, L.P.
Its: General Partner

By: Penn Mezzanine Partners GP, LLC,
Its: General Partner

By: Brian R Kerr
Name: Brian R Kerr
Title: Director

SCHEDULE A

TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

Trademarks and Trademark Registrations

Registrations:

	<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>
Keystone	None.		
Holding Company	None.		

Applications:

	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Keystone	Common law trademark in the name Keystone Engineering Company	N/A	N/A
Holding Company	None.		

SCHEDULE B
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

Patents and Patent Registrations

	<u>Patent</u>	<u>Patent No.</u>	<u>Filing Date</u>
Keystone	PA-0015968-CN	201210075527.1	Pending
	PA-0015968-EP	12160308.8	Pending
	PA-0015968-RU	2012110594	Pending
	PA-0015968-US	13/052,862	Pending
	PA-0021084-US	13/432,618	Pending
Holding Company	None.		

SCHEDULE C

**TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY**

Copyrights and Copyright Applications

	<u>Copyright</u>	<u>Date</u>	<u>Title</u>
Keystone	None.		
Holding Company	None.		

SCHEDULE D
TO
COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY

License Agreements

Keystone None.

**Holding
Company** None.