

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7830204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GAMEBREAKER, INC.	01/31/2023
RECEIVING PARTY DATA	
Name:	BELLA SUMMIT LLC
Street Address:	15540 ROXFORD STREET
City:	SYLMAR
State/Country:	CALIFORNIA
Postal Code:	91342
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9775394
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:	3103107989
Email:	jeff@finniplaw.com
Correspondent Name:	JEFFREY FINN
Address Line 1:	11400 W OLYMPIC BOULEVARD
Address Line 2:	9TH FLOOR
Address Line 4:	LOS ANGELES, CALIFORNIA 90064
ATTORNEY DOCKET NUMBER:	BELLA0101PUS
NAME OF SUBMITTER:	JEFFREY FINN
SIGNATURE:	/jeffrey finn/
DATE SIGNED:	03/06/2023
Total Attachments: 4	
source=Ex. C. IP Security Agreement (Fully Executed 2022 0131)#page1.tif	
source=Ex. C. IP Security Agreement (Fully Executed 2022 0131)#page2.tif	
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Exhibit C

Intellectual Property Security Agreement

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of January 31, 2023 (the "Effective Date") by Gamebreaker, Inc. a California corporation ("Grantor"), in favor of Bella Summit, LLC, a California LLC ("Secured Party").

RECITALS:

WHEREAS, Grantor and Secured Party have concurrently executed a Settlement Agreement, dated the same date as this Security Agreement, by which Grantor has agreed to pay Secured Party the sum of \$350,000.00 (the "Settlement Payment") in accordance with the terms of, including the repayment schedule, in said Settlement Agreement. Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Settlement Agreement.

WHEREAS, Grantor is the owner of the 9,775,394 Patent (the "'394 Patent") by virtue of the assignment of said patent pursuant to the Settlement Agreement between the Parties, such that Grantor, as the owner of the '394 Patent has the right to grant the security interest in said patent set forth below.

WHEREAS, Grantor has agreed to grant Secured Party a security interest in certain intellectual property assets of Grantor to secure the payment and performance of the obligations and indebtedness now or hereafter owing by Grantor to Secured Party under the Settlement Agreement (the "Indebtedness");

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, Secured Party and Grantor agree as follows:

1. **Grant of Security Interest.** To secure the full payment of the Settlement Payment, Grantor hereby grants to Secured Party a security interest pursuant to California Commercial Code § 9101, et seq. in the intellectual property specified below (the "IP Collateral"):

(a) U.S. Patent No. 9,775,394, which pursuant to the Settlement Agreement has been assigned from Secured Party to Grantor;

(b) U.S. Trademark Registration No. 5,185,066 for GAMEBREAKER; and

(c) U.S. Trademark Registration No. 4,391,054 for GUARDIAN.

2. **Obligations Secured.** This security interest is given to secure the payment Indebtedness incurred pursuant to the Settlement Agreement executed concurrently between the Parties.

3. **Representations and Warranties.** Grantor acknowledges and agrees that (i) the representations and warranties in this Section are a material consideration to Secured Party, (ii)

Secured Party is relying on the correctness and completeness of all of these representations and warranties in entering into the transaction and receiving Grantor's Indebtedness, and (iii) these representations and warranties are true and accurate as of the date of this Agreement Accordingly, Grantor represents, warrants, and certifies to Secured Party that there are no pending (or, to the knowledge of Grantor, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes affecting Grantor with respect to the IP Collateral, (ii) no judgment or order regarding any such claim has been rendered by any competent governmental authority, no settlement agreement or similar contractual obligation has been entered into by Grantor, with respect to the IP Collateral, and (iii) Grantor does not know of and does not have any reason to know of any valid basis for any claim based on, any such infringement, misappropriation, dilution, violation or impairment or contest, other than, in each case, as cannot reasonably be expected to affect the Settlement Agreement and the transactions contemplated therein and would not, in the aggregate, have a material adverse effect.

4. **Covenants.** Grantor will at all times own the IP Collateral and make all necessary payments to the United States Patent and Trademark Office ("USPTO") to maintain the intellectual property in good standing, and further will keep all of the IP Collateral free from any and all further liens to the best of its ability. Grantor will give prompt written notice to Secured Party of any of the following of which Grantor has knowledge: (a) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes affecting Grantor with respect to the IP Collateral, or (b) any valid basis for any claim based on, any infringement, misappropriation, dilution, violation or impairment or contest with respect to the IP Collateral.

5. ***Filings and Further Assurances.***

(a) Grantor authorizes Secured Party to file such documents with the USPTO as may be necessary or appropriate to give notice of this Security Agreement and perfect the security interest created hereunder (including, without limitation, filing a copy of this Security Agreement). Grantor also authorizes Secured Party, pursuant to California Commercial Code § 9101, *et seq.*, to file financing statements with respect to the security interest of Secured Party, continuation statements with respect thereto, and any amendments to such financing statements which may be necessitated. Grantor agrees that, notwithstanding any provision in the UCC to the contrary, Grantor shall not file a termination statement of any financing statement filed by Lender in connection with any security interest granted under this Agreement if Secured Party reasonably objects to the filing of such termination statement.

(b) Grantor authorizes Secured Party to file all instruments pursuant to California Commercial Code § 9101, *et seq.* (including security agreements, UCC financing statements, continuations, and amendments thereto) describing the IP Collateral and containing any other information required by the Applicable Law, in such form and substance as Secured Party, in its sole discretion, may determine.

6. **Default.** In the event of a default, Secured Party shall have such rights and remedies available to Secured Party pursuant to California Commercial Code 9601, *et seq.*

7. **Termination.** Upon payment in full of the Indebtedness, the Security Interest created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments requested by Grantor as shall be necessary to evidence termination of the Security Interest given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO and any applicable state or international trademark office or other department.

7. **Severability/Invalidity.** If any provision of this Agreement shall be held to be invalid, inoperative, illegal, or unenforceable as applied to any particular case in any jurisdiction, such holding shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal, or unenforceable in any other jurisdiction or in any other case or of rendering any other provision in this Agreement as being invalid, inoperative, illegal, or unenforceable. This Agreement shall be construed as if such invalid, inoperative, illegal, or unenforceable provision had never been contained herein. To the extent reasonably possible, the Parties shall substitute for the defective provision a valid, operative, and enforceable provision that most closely approximates the economic effect and intent of the defective provision.

8. **Assignment.** Secured Party may assign in whole its rights under this Agreement.

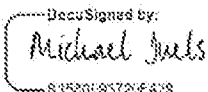
9. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the State of California, without regard to its principles of conflicts of law, except as otherwise provided in this Agreement or the UCC.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Grantor and Secured Party and their respective successors and permitted assigns, including, any United States trustee, any Grantor in possession or any trustee appointed from a private panel.

IN WITNESS WHEREOF, Grantor has executed this Security Agreement effective as of the day and year first above written.

Dated: Los Angeles, California
January 31, 2023

Gamebreaker, Inc. ("Grantor")

By: 
DocuSigned by:
Michael Jusels
81550195720F428

Title: President

Print Name: Michael Jusels

Dated: Los Angeles, California
January ____, 2023

Bella Summit, LLC ("Secured Party")

By: _____

Title: _____

Print Name: _____

7. **Termination.** Upon payment in full of the Indebtedness, the Security Interest created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments requested by Grantor as shall be necessary to evidence termination of the Security Interest given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO and any applicable state or international trademark office or other department.

7. **Severability/Invalidity.** If any provision of this Agreement shall be held to be invalid, inoperative, illegal, or unenforceable as applied to any particular case in any jurisdiction, such holding shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal, or unenforceable in any other jurisdiction or in any other case or of rendering any other provision in this Agreement as being invalid, inoperative, illegal, or unenforceable. This Agreement shall be construed as if such invalid, inoperative, illegal, or unenforceable provision had never been contained herein. To the extent reasonably possible, the Parties shall substitute for the defective provision a valid, operative, and enforceable provision that most closely approximates the economic effect and intent of the defective provision.

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10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Grantor and Secured Party and their respective successors and permitted assigns, including any United States trustee, any Grantor in possession or any trustee appointed from a private panel.

IN WITNESS WHEREOF, Grantor has executed this Security Agreement effective as of the day and year first above written.

Dated: Los Angeles, California
January 24, 2023

Gamebreaker, Inc. ("Grantor")

By: _____

Title: _____

Print Name: _____

Dated: Los Angeles, California
January 24, 2023

Bella Summit, LLC ("Secured Party")

By: Jeff M. Dagan

Title: Manager

Print Name: JEFF DAGAN