

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7855253

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BESPOKE FINANCIAL, INC.	02/24/2023
RECEIVING PARTY DATA		
Name:	PIPP MOBILE STORAGE SYSTEMS, INC.	
Street Address:	2966 WILSON DRIVE NW	
City:	WALKER	
State/Country:	MICHIGAN	
Postal Code:	49534	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	11304525	
Patent Number:	11607041	
Patent Number:	11582920	
Application Number:	17471955	
Application Number:	18183320	
Application Number:	18157436	
CORRESPONDENCE DATA		
Fax Number:	(616)975-5505	
<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>		
Email:	lupercio@gardner-linn.com	
Correspondent Name:	GARDNER, LINN, BURKHART & ONDERSMA LLP	
Address Line 1:	2900 CHARLEVOIX DRIVE S.E. SUITE 300	
Address Line 4:	GRAND RAPIDS, MICHIGAN 49546	
ATTORNEY DOCKET NUMBER:	PIP01 A-000	
NAME OF SUBMITTER:	MATTHEW D. KENDALL	
SIGNATURE:	/mdk/	
DATE SIGNED:	03/20/2023	
Total Attachments: 6		
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SCHEDULE B
Intellectual Property Transfer Agreement

This Intellectual Property Transfer Agreement (the “Agreement”) is hereby entered into on February 24, 2023 (the “Effective Date”), by and between Bespoke Financial, Inc., a California Corporation (“Secured Party”), Grow Glide Inc., a Delaware Corporation (the “Company”), and Pipp Mobile Storage Systems, Inc., a Delaware Corporation (the “Purchaser”).

RECITALS

WHEREAS, the Company is the registered owner of certain patent, trademarks and service marks registered in the United States Patent and Trademark Office, (hereinafter collectively referred to as the “Intellectual Property”), identified on Exhibit 1 hereto;

WHEREAS, in connection with that certain Loan and Security Agreement, dated as of June 24, 2022, between Secured Party and the Company (the “Loan Agreement”), Secured Party was granted a first priority security interest in and lien on all assets of the Company (as defined in the Loan Agreement, the “Collateral”), including the Intellectual Property;

WHEREAS, the Company defaulted on its obligations under the Loan Agreement and Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Collateral, including the Intellectual Property, and held a public sale under Article 9 of the Uniform Commercial Code (the “Public Sale”);

WHEREAS, following the exercise of such post-default remedies, the Public Sale was conducted and Purchaser was selected as the winning bidder at such sale;

WHEREAS, contemporaneously herewith, Secured Party and Purchaser are entering into a Secured Party Bill of Sale Agreement (the “Bill of Sale”) pursuant to which, for good and valuable consideration, Secured Party is assigning, granting, conveying, transferring, and setting over to Purchaser all of Secured Party’s right, title and interest in and to, among other things, the Intellectual Property;

WHEREAS, pursuant to the Bill of Sale and this Agreement, Secured Party desires to transfer to the Purchaser all of Secured Party’s right, title and interest in and to the Intellectual Property;

WHEREAS, in accordance with Section 9-619(b) of the Uniform Commercial Code, Purchaser is entitled to a transfer of record of all right, title and interest of Secured Party’s (if any) and Company’s rights in and to the Intellectual Property and associated goodwill;

WHEREAS, request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to the Purchaser;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth in the Bill of Sale between Secured Party and Purchaser dated February 24, 2023, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Secured Party, Company, and Purchaser hereby agree as follows:

1. Secured Party sells, assigns and transfers unto Purchaser all of Secured Party's right, title and interest in and to the Intellectual Property, together with the right to file all divisionals, continuations, continuations-in-part, reissue, reexaminations and extensions thereof, together with the right to sue for and recover all claims for damages for all infringements, including the right of recovery for past infringements thereof, the same to be held and enjoyed by Purchaser for its own use and benefit and the use and benefit of its successors and assigns, fully and entirely for the full term or terms of all such rights.

2. This Agreement has been executed and delivered by Secured Party to be used for recording this Agreement with the appropriate government entity. At Purchaser's sole cost and expense, Secured Party shall execute and deliver such other documents and take all other actions which Purchaser, its successors and/or assigns may reasonably request to effect the terms of this Agreement and to perfect Purchaser's right, title and interest in and to the Intellectual Property, including, without limitation, its recordation in relevant state and national patent offices.

3. Each of Secured Party and the Company hereby authorize and request that the United States Patent and Trademark Office record this Agreement and accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to the Purchaser.

4. The Company hereby agrees to cooperate with Purchaser to effect the transfer of the Intellectual Property, at Purchaser's expense.

5. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Agreement by electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

6. This Agreement may not be supplemented, altered, or modified in any manner, except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Agreement shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of New York, without giving effect to any principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party executed this Agreement as of February 24, 2023.

SECURED PARTY:
BESPOKE FINANCIAL, INC.

DocuSigned by:
George Mancheril
By: _____
Name: George Mancheril
Title: Chief Executive Officer

ACKNOWLEDGED:
PURCHASER:

PIPP MOBILE STORAGE SYSTEMS, INC.

By: _____
Name: Craig J. Umans
Title: President and Chief Executive Officer

ACKNOWLEDGED:
COMPANY:

GROW GLIDE INC.

By: _____
Name: Darin Siples
Title: President

IN WITNESS WHEREOF, Secured Party executed this Agreement as of February 24, 2023.

SECURED PARTY:
BESPOKE FINANCIAL, INC.

By: _____
Name: George Mancheril
Title: Chief Executive Officer

ACKNOWLEDGED:
PURCHASER:

PIPP MOBILE STORAGE SYSTEMS, INC.

By: _____
Name: Craig J. Umans
Title: President and Chief Executive Officer

ACKNOWLEDGED:
COMPANY:

GROW GLIDE INC.

By: _____
Name: Darin Siples
Title: President

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IN WITNESS WHEREOF, Second Party executed this Agreement as of January 31,

SECURITY
RESPONSE FINANCIAL, INC.

By: _____

Name: George Marchant

Title: Chief Executive Officer

ACKNOWLEDGED:
PURCHASER:

PIPP MOBILE STORAGE SYSTEMS, INC.

By: _____

Name: Craig J. Evans

Title: President and Chief Executive Officer

ACKNOWLEDGED:
COMPANY:

CROW GILPIN INC.

By: _____

Name: Dawn Sykes

Title: President

Exhibit 1

Assigned IP

Patents

Patent Number	Publication Number	Application Number	Assignee Name
11304525	20200268152	16802036	Grow Glide Inc.
None	20220098881	17471955	Grow Glide Inc.
None	20220218108	17657156	Grow Glide Inc.
None	20220322616	17717411	Grow Glide Inc.
None	None	63389672	Grow Glide Inc.
None	None	63173137	Grow Glide Inc.
None	None	63383340	Grow Glide Inc.

Trademarks

Registration Number
6,049,598
6,020,346