

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8003283

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
POPSOCKETS LLC		04/09/2018
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	
Street Address:	1800 CENTURY PARK EAST, SUITE 1100	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90067	
PROPERTY NUMBERS Total: 34		
Property Type	Number	
Application Number:	17694547	
Application Number:	17502400	
Application Number:	17500791	
Application Number:	17500789	
Application Number:	17377697	
Application Number:	17377653	
Application Number:	17353352	
Application Number:	17265268	
Application Number:	17139311	
Application Number:	17137896	
Application Number:	17137889	
Application Number:	17122501	
Application Number:	17122359	
Application Number:	17106007	
Application Number:	17095074	
Application Number:	17050097	
Application Number:	17023112	
Application Number:	17021535	
Application Number:	17019082	
Application Number:	16937087	

PATENT

Property Type	Number
Application Number:	16923471
Application Number:	16923468
Application Number:	16923466
Patent Number:	11611238
Patent Number:	11404913
Patent Number:	11484811
Patent Number:	11190227
Patent Number:	D985064
Patent Number:	D985065
Patent Number:	D980204
Patent Number:	D979555
Patent Number:	D979556
Patent Number:	D967813
Patent Number:	D938408

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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.

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: 1989.572

NAME OF SUBMITTER: NANCY BROUGHER

SIGNATURE: /njb/

DATE SIGNED: 06/13/2023

Total Attachments: 15

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 9th day of April, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 9, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **POPSOCKETS LLC**, a Colorado limited liability company, together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of April 9, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each

member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


POPSOCKETS LLC,
a Colorado limited liability company

By: 
Name: David Barnett
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Minna Lee
Its Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

A. US ISSUED

<u>PATENT DESCRIPTION</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
Extending socket for portable media player	8,560,031	15 Oct 2013
Quick-release packaging	8,955,671	17 Feb 2015
Docking Connector Platform For Mobile Electronic Devices	9,804,636	31 Oct 2017
Docking Connector Platform For Mobile Electronic Devices	9,367,090	14 Jun 2016
Mount design	D777,022	24 Jan 2017

B. US PENDING

<u>PATENT DESCRIPTION</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
Docking Connector Platform For Mobile Electronic Devices	14/588,402	31 Dec 2014
Docking Connector Platform For Mobile Electronic Devices	15/173,644	04 Jun 2016
Expanding Socket Accessory For Mobile Electronic Devices	15/615,530	06 Jun 2017
Expanding Socket Accessory For Mobile Electronic Device	15/615,900	07 Jun 2017
Expandable Sockets For Use With Portable Media Players	15/679,934	17 Aug 2017
Docking Connector Platform For Mobile Electronic Devices	15/723,506	03 Oct 2017

Spinning Accessory For A Mobile Electronic Device	15/729,260	10 Oct 2017
Expandable Sockets For Use With Portable Media Players	15/803,410	03 Nov 2017
Expandable Sockets For Use With Portable Media Players	15/808,076	09 Nov 2017
Expandable Grip With Wireless Communication Module	15/852,518	22 Dec 2017
Interchangeable Socket Accessory For A Portable Electronic Device	15/864,402	08 Jan 2018
Expandable Socket Accessory	15/864,509	08 Jan 2018
Spinning Accessory For Mobile Electronic Device	62/481,041	03 Apr 2017
Spinning Power Generator Accessory For Mobile Electronic Devices	62/522,626	20 Jun 2017
System And Method For Triggered Actions Based On Changes to the Angular Velocity of a Client Device	62/567,306	03 Oct 2017
Interchangeable Grip or Accessory for a Portable Media Player	62/582,912	07 Nov 2017
Interchangeable Socket Accessory for a Portable Electronic Device	62/589,068	21 Nov 2017
Accessory For Use With A Mobile Electronic Device	62/614,829	08 Jan 2018
Link For An Interchangeable Socket Accessory	62/614,869	08 Jan 2018
Pocketability Case For Portable Electronic Device	62/614,872	08 Jan 2018
Spinning Accessory for a Mobile Electronic Device	62/614,916	08 Jan 2018
Media Alteration Based on Rotation of a Portable Computing Device	62/614,959	08 Jan 2018
Media Manipulation with Rotation of Portable Computing Device	62/614,972	08 Jan 2018
Cases for a Mobile Electronic Device	62/614,990	08 Jan 2018
Container with Grip	62/621,943	25 Jan 2018
Device Clip	29/586,940	08 Jan 2016

Accessory for Mobile Electronic Device	29/590,935	13 Jan 2017
Accessory for Mobile Electronic Device	29/593,912	14 Feb 2017
Vent Clip Accessory	29/593,972	14 Feb 2017
Vent Clip Accessory	29/632,567	08 Jan 2018
Expandable Sockets For Use With Portable Media Players	PCT/US17/47394	17 Aug 2017
Collapsible Grip and Stand for Mobile Devices	15/906,920	27 Feb 2018

SCHEDULE I

Schedule I to Patent Security Agreement is hereby amended by adding the following Trademarks:

PATENTS

PATENT	APPL. NUMBER	FILE DATE	REG. NUMBER	ISSUE DATE	GRANTOR
Base for a mobile phone support	35/506341	10/17/18	D879,086	03/24/20	PopSockets LLC
Wallet	35/505858	07/27/18	D878,039	03/17/20	PopSockets LLC
Docking connector platform for mobile electronic devices	15/723506	10/03/17	10,571,964	02/25/20	PopSockets LLC
Expanding accessory for mobile electronic devices	15/952025	04/12/18	10,386,009	08/20/19	PopSockets LLC
Expandable device for a portable electronic device	15/993458	05/30/18	10,348,352	07/09/19	PopSockets LLC
Expandable sockets for use with portable media players	16/001723	06/06/18	10,317,005	06/11/19	PopSockets LLC
Expandable sockets for use with portable media players	15/922601	03/15/18	10,030,807	07/24/18	PopSockets LLC
EXPANDABLE DEVICE FOR A PORTABLE ELECTRONIC DEVICE	16522317	07/25/19	N/A	N/A	PopSockets LLC
SPINNING ACCESSORY FOR A MOBILE ELECTRONIC DEVICE	16507858	07/10/19	N/A	N/A	PopSockets LLC
SPINNING ACCESSORY FOR A MOBILE ELECTRONIC DEVICE	16507847	07/10/19	N/A	N/A	PopSockets LLC
EXPANDING ACCESSORY FOR MOBILE ELECTRONIC DEVICES	16428816	05/31/19	N/A	N/A	PopSockets LLC
EXPANDABLE DEVICE FOR A	16422218	05/24/19	N/A	N/A	PopSockets LLC

PATENT	APPL. NUMBER	FILE DATE	REG. NUMBER	ISSUE DATE	GRANTOR
PORTABLE ELECTRONIC DEVICE					
EXPANDABLE DEVICE FOR A PORTABLE ELECTRONIC DEVICE	16422176	05/24/19	N/A	N/A	PopSockets LLC
Spinning Accessory for a Mobile Electronic Device	16248339	01/15/19	N/A	N/A	PopSockets LLC
DOCKING CONNECTOR PLATFORM FOR MOBILE ELECTRONIC DEVICES	16385959	04/16/19	N/A	N/A	PopSockets LLC
CONTAINER WITH GRIP	16224956	12/19/18	N/A	N/A	PopSockets LLC
LINK AND CHAIN ACCESSORY FOR AN EXPANDABLE DEVICE	16241491	01/07/19	N/A	N/A	PopSockets LLC
ACCESSORY FOR USE WITH A MOBILE ELECTRONIC DEVICE	16225914	12/19/18	N/A	N/A	PopSockets LLC
CASE FOR A MOBILE ELECTRONIC DEVICE	16225700	12/19/18	N/A	N/A	PopSockets LLC
CASE ASSEMBLY WITH AN EXPANDABLE DEVICE	16232423	12/26/18	N/A	N/A	PopSockets LLC
Expandable Sockets For Use With Portable Media Players	16280615	02/20/19	N/A	N/A	PopSockets LLC

SCHEDULE I

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

PATENTS

Title	Status	Serial #	Patent #	Filed Date	Issue Date
ACCESSORY FOR USE WITH A MOBILE ELECTRONIC DEVICE	PENDING	16/752,232		1/24/2020	
STORAGE ACCESSORY FOR AN EXPANDABLE DEVICE	PENDING	16/451,600		6/25/2019	
INDUCTION CHARGING TRANSFER APPARATUS AND METHODS	PENDING	62/959,471		1/10/2020	
POWER SYPHONING ASSEMBLY AND METHOD FOR A PORTABLE ELECTRONIC DEVICE	PENDING	62/898,782		9/11/2019	
BRACELET WITH EXPANDABLE ELEMENT	PENDING	16/788,166		2/11/2020	
OBSURED MEDIA COMMUNICATION	PENDING	16/832,257		3/27/2020	
GRIP FOR A FOLDABLE ELECTRONIC DEVICE	PENDING	62/906,361		9/26/2019	
MOUNT FOR A PORTABLE DEVICE	PENDING	62/889,329		8/20/2019	
ACCESSORY FOR MOBILE ELECTRONIC DEVICE THAT PROVIDES IMPROVED POCKETABILITY	PENDING	62/898,901		9/11/2019	
CLIENT DEVICE HAVING MEDIA MANIPULATION FUNCTIONALITIES AND RELATED METHODS	PENDING	62/901,029		9/16/2019	
SWAPPABLE ACCESSORY FOR A MOBILE ELECTRONIC DEVICE	PENDING	62/881,920		8/1/2019	
SLIDE GRIP FOR MOBILE DEVICE	PENDING	62/933,058		11/8/2019	

DOCKING CONNECTOR PLATFORM FOR MOBILE ELECTRONIC DEVICES	PENDING	16/745,226		1/16/2020	
CONNECTOR ENABLING ATTACHMENT TO A BASE FOR MOBILE PHONES SUPPORT	PENDING	35/506,609		10/17/2018	
UNIVERSAL MOUNT FOR PERSONAL ELECTRONIC DEVICE	PENDING	29/699,041		7/23/2019	
GRIP AND STAND ACCESSORY FOR MOBILE ELECTRONIC DEVICE	PENDING	16/374,310		4/3/2019	
GRIP AND STAND ACCESSORY FOR PERSONAL ELECTRONIC DEVICE	PENDING	29/675,903		1/7/2019	
GRIP AND STAND ACCESSORY FOR PERSONAL ELECTRONIC DEVICE	PENDING	29/674,767		12/26/2018	
ACCESSORY ATTACHMENT MECHANISM FOR MOBILE DEVICE	PENDING	29/712,492		11/8/2019	
MOUNT FOR INTERCHANGEABLY RECEIVING VARIOUS EXPANDABLE ACCESSORIES ATTACHED TO A PORTABLE ELECTRONIC DEVICE	PENDING	16/814,265		3/10/2020	
UV LIGHT FOR SANITIZATION	PENDING	63/021,256		5/7/2020	
CLIENT DEVICES HAVING SPIN RELATED FUNCTIONALITIES AND RELATED METHODS	PENDING	16/864,924		5/1/2020	

SCHEDULE I

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

PATENTS

PATENT	APPL. NUMBER	PATENT NUMBER	ISSUE OR FILE DATE	GRANTOR
Magnetic docking platform and detachable docking accessories	17694547	N/A	03/14/22	PopSockets LLC
Apparatus for providing emergency feature activation for mobile electronic devices	17502400	N/A	10/15/21	PopSockets LLC
Magnetic wallet accessory	17500791	N/A	10/13/21	PopSockets LLC
Magnetic grip accessory	17500789	N/A	10/13/21	PopSockets LLC
Grip for a foldable electronic device	17377697	N/A	07/16/21	PopSockets LLC
Grip for a foldable electronic device	17377653	N/A	07/16/21	PopSockets LLC
Notched magnetic mount head	17353352	N/A	06/21/21	PopSockets LLC
Mobile accessory grip with magnetic locking feature	17265268	N/A	Abandoned	PopSockets LLC
Wireless charging transfer apparatus and methods	17145154	11611238	03/21/23	PopSockets LLC
Expandable device for a portable electronic device	17139311	N/A	Abandoned 3/3/22	PopSockets LLC
Expandable device for a portable electronic device	17137896	N/A	12/30/20	PopSockets LLC
Expandable device for a portable electronic device	17137889	N/A	12/30/20	PopSockets LLC
Docking connector platform for mobile electronic devices	17122501	N/A	Abandoned 7/08/22	PopSockets LLC
Slidable accessory system for portable electronic devices	17122359	N/A	Abandoned 4/27/23	PopSockets LLC
Integrally-formed docking accessory	17106007	N/A	11/27/20	PopSockets LLC

PATENT	APPL. NUMBER	PATENT NUMBER	ISSUE OR FILE DATE	GRANTOR
system for mobile electronic devices				
Spinning accessory for mobile electronic device	17095074	N/A	Abandoned 6/24/22	PopSockets LLC
Induction charging for a portable electronic device with a grip attachment	17050097	N/A	Abandoned 12/17/22	PopSockets LLC
Client devices having media manipulation functionalities and related methods	17023112	N/A	Abandoned 04/20/23	PopSockets LLC
Induction charging for a portable electronic device with a grip attachment	17050095	11404913	08/02/22	PopSockets LLC
Fidget accessory and system for providing the same	17037383	11484811	11/01/22	PopSockets LLC
Accessory attachment for a portable electronic device	17021535	N/A	09/15/20	PopSockets LLC
Power syphoning assembly and method for a portable electronic device	17019082	N/A	Abandoned 1/27/23	PopSockets LLC
Expandable device for a portable electronic device	16989271	11190227	10/31/21	PopSockets LLC
Container with grip	16937087	N/A	07/23/20	PopSockets LLC
Accessory for use with a mobile electronic device	16923471	N/A	Abandoned 8/15/22	PopSockets LLC
Media manipulation with rotation of portable computing device	16923468	N/A	Abandoned 12/13/21	PopSockets LLC
Media alteration based on rotation of a portable computing device	16923466	N/A	Abandoned 10/8/21	PopSockets LLC
Dish for fidget device	D/755619	D985064	05/02/23	PopSockets LLC
Lease for fidget device	D/755969	D985065	05/02/23	PopSockets LLC
Phone case with positionable accessory	D/786195	D980204	03/07/23	PopSockets LLC
Mount accessory base for variable-size phone grips	D/756913	D979555	02/28/23	PopSockets LLC

PATENT	APPL. NUMBER	PATENT NUMBER	ISSUE OR FILE DATE	GRANTOR
Combined mount accessory base and support for variable-size phone grips	D/756914	D979556	02/28/23	PopSockets LLC
Magnetic safe mount	D/865247	D967813	10/25/22	PopSockets LLC
Accessory for a mobile electronic device	D/693637	D938408	12/14/21	PopSockets LLC