

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8060989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GET SPIFFY, INC.	07/14/2023
RECEIVING PARTY DATA	
Name:	TRINITY CAPITAL INC.
Street Address:	1 NORTH 1ST STREET, FLOOR 3
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	17534623
Application Number:	17986122
Application Number:	18325060
Application Number:	18313231
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:	602-852-5500
Email:	EDGAR@HOOLCOURYLAW.COM
Correspondent Name:	JAYLENE MEEKER
Address Line 1:	2398 E. CAMELBACK ROAD, SUITE 1020
Address Line 4:	PHOENIX, ARIZONA 85016
NAME OF SUBMITTER:	MICHAEL D. HOOL
SIGNATURE:	/Michael D. Hool/
DATE SIGNED:	07/17/2023
Total Attachments: 7	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of July 14, 2023, is made by GET SPIFFY, INC., a Delaware corporation (the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Secured Party").

RECITALS

A. Grantor has entered into a Master Equipment Financing Agreement with Secured Party (as amended, restated, or otherwise modified from time to time, the ("Financing Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Financing Agreement.

B. Pursuant to the terms of the Financing Agreement, Grantor has granted to Secured Party for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Financing Agreement, Grantor grants and pledges to Secured Party for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those registered copyrights set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) [Reserved.]

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register (excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

Grantor agrees to cooperate with Secured Party to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Financing Agreement, which is hereby incorporated by reference. The provisions of the Financing Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Financing Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Secured Party's express prior written consent, and any such attempted assignment shall be void and of no effect. Secured Party may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Financing Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Secured Party's successors and assigns.

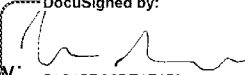
6. Governing Law. This Agreement has been negotiated and delivered to Secured Party in the State of Delaware, and shall have been accepted by Secured Party in the State of Delaware. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

GET SPIFFY, INC.,
a Delaware corporation

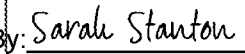
DocuSigned by:

By: _____
Name: M. Scot Wingo
Title: Chief Executive Officer

4506 South Miami Boulevard, Suite 150
Durham, North Carolina 27703
Phone: (919) 500-3082

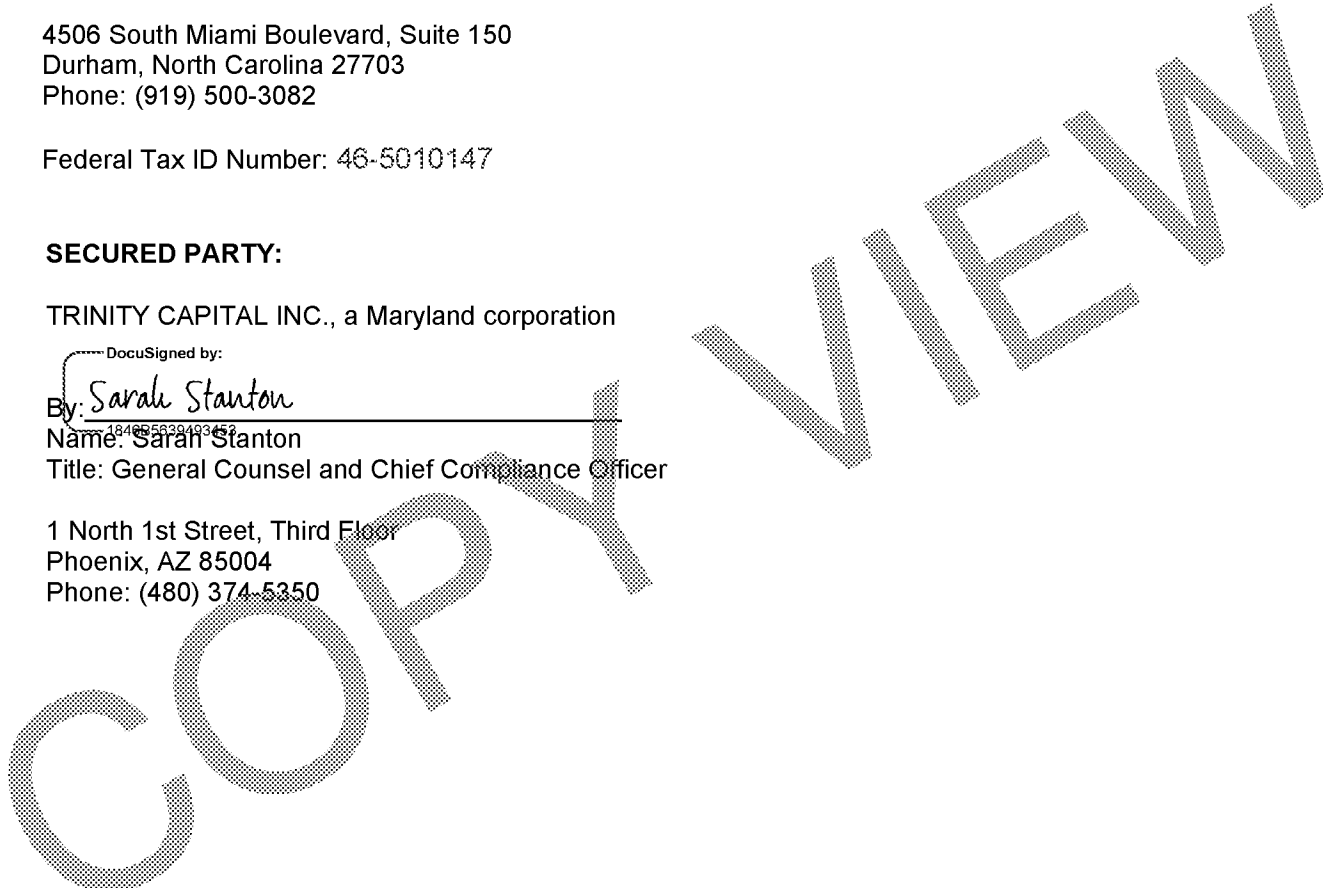
Federal Tax ID Number: 46-5010147

SECURED PARTY:

TRINITY CAPITAL INC., a Maryland corporation

DocuSigned by:

By: _____
Name: Sarah Stanton
Title: General Counsel and Chief Compliance Officer

1 North 1st Street, Third Floor
Phoenix, AZ 85004
Phone: (480) 374-5350



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

REGISTERED COPYRIGHTS

None.

COPY VIEW

EXHIBIT B
PATENTS

Application No.	Filing Date	Title	Status	Applicant
17/534,623	11/24/2021	Tire Sensing and Analysis System	Pending - Notice of Allowance issued 2/28/23	Get Spiffy, Inc.
17/986122	11/14/22	Vehicle Interior Deodorizer	Pending - Response to Restriction Election filed 4/21/23.	Get Spiffy, Inc.
18/325060	5/29/2023	Tire Scanning Diagnostic Apparatus and System	Filed	Get Spiffy, Inc.
18/313231	5/5/2023	Process for Vehicle Interior Deodorization	Filed	Get Spiffy, Inc.

EXHIBIT C
TRADEMARKS





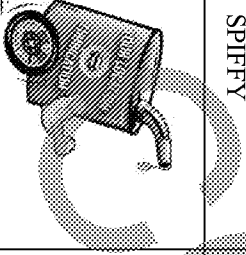
Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
	U.S.A.	86311609	6/17/2014	5114933	1/3/2017
	U.S.A.	86311616	6/17/2014	5114934	1/3/2017
SPIFFY	Canada	2048765	8/11/2020		
	Canada	2048764	8/31/2020		
	U.S.A.	97274786	2/18/2022		
SPIFFY	U.S.A.	97274782	2/18/2022		
	U.S.A.	86413407	10/2/2014	5076028	11/8/2016

EXHIBIT D

MASK WORKS

None.

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