

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8089312

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LIEN	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOSHUA HARTMAN	07/27/2023
	SPIG INDUSTRY, LLC	07/27/2023
RECEIVING PARTY DATA		
Name:	FZA NOTE BUYERS, LLC	
Street Address:	1560 SAWGRASS CORPORATE PARKWAY	
Internal Address:	SUITE 479	
City:	SUNRISE	
State/Country:	FLORIDA	
Postal Code:	33323	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	9689124	
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>		
Email:	jmoy@weissiplaw.com	
Correspondent Name:	JEFFREY MOY	
Address Line 1:	4455 E. CAMELBACK RD. SUITE E-140	
Address Line 4:	PHOENIX, ARIZONA 85018	
NAME OF SUBMITTER:	JEFFREY D. MOY	
SIGNATURE:	/Jeffrey D Moy/	
DATE SIGNED:	08/01/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3		
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*") dated July 27, 2023, is made by Joshua Harman and SPIG Industry, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia (collectively, the "*Grantors*") in favor of FZA Note Buyers, LLC ("*FZA*").

WHEREAS, Grantors and/or its sister companies (Danny Webb Const. Co. Inc. and Selco Construction Services, Inc.), have executed and delivered to FZA a series of promissory notes and/or guaranty agreements evidencing various loans originally issued on or about:

- a. the promissory note and the guaranty(ies) dated April 16, 2020, as increased, modified and amended;
- b. the promissory note and the guaranty(ies) dated December 30, 2022;
- c. the promissory note and the guaranty(ies) dated January 6, 2023;
- d. the promissory note and the guaranty(ies) dated June 29, 2023; and
- e. the promissory note and the guaranty(ies) dated July 14, 2023;

(hereinafter and collectively referred to as the "*Credit Agreements*" and/or "*Loan Documents*") with FZA. Terms defined in the Credit Agreements and not otherwise defined herein are used herein as defined in the Credit Agreements.

WHEREAS, as a condition precedent to the making of Advances and the issuance of loans by FZA under the Credit Agreements each Grantor has executed and delivered that certain Second Lien Security Agreement dated July 27, 2023 made by the Grantors to FZA (the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to FZA, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Trustee for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) United States Patent Number 9,689,124 (the "*Patent*");
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of US Patent 9,689,124, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to FZA under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that Commissioner for Patents and any other applicable government officer record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

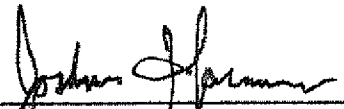
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, FZA with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.


IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

By: 
Joshua Harman, individually

By: 
Joshua Harman, Manager
SPIG INDUSTRY, LLC,
A Virginia limited liability company

FZA Note Buyers, LLC

By: 
Ted Doukas, Manager
FZA Note Buyers, LLC,
a Florida limited liability
company