

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI410293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DGL Group Ltd.	08/06/2024
Hype Wireless LPD LTD.	08/06/2024
RECEIVING PARTY DATA	
Company Name:	White Oak Commercial Finance, LLC
Street Address:	1155 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	17192274
Application Number:	29801926
Application Number:	29724225
Application Number:	29924602
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:	7136328629
Email:	kareem.ansley@blankrome.com
Correspondent Name:	KAREEM ANSLEY
Address Line 1:	BLANK ROME LLP
Address Line 2:	717 TEXAS AVENUE, SUITE 1400
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	155659-01004
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	Kareem Ansley
DATE SIGNED:	08/06/2024
Total Attachments: 5	

source=Supplement to Patent and Trademark Security Agreement (White Oak-DGL)#page1.tiff
source=Supplement to Patent and Trademark Security Agreement (White Oak-DGL)#page2.tiff
source=Supplement to Patent and Trademark Security Agreement (White Oak-DGL)#page3.tiff
source=Supplement to Patent and Trademark Security Agreement (White Oak-DGL)#page4.tiff
source=Supplement to Patent and Trademark Security Agreement (White Oak-DGL)#page5.tiff

SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this “Supplement”), is made this 6th day of August, 2024, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and White Oak Commercial Finance, LLC, a Delaware limited liability company, as collateral agent (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 4, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among **DGL Group Ltd.**, a New York corporation (“DGL” and together with any other Person that at any time after the date hereof becomes a Borrower thereunder, jointly and severally, the “Borrowers” and each individually a “Borrower”), **Hype Wireless LPD LTD.**, a New York corporation (“Hype”), as a Guarantor, the other Persons from time to time party thereto as Guarantors, the several financial institutions from time to time party thereto (the “Lenders”), the Agent and **White Oak Commercial Finance, LLC**, a Delaware limited liability company, as administrative agent, the Lending Parties have agreed to make certain financial accommodations available to each Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Patent and Trademark Security Agreement, dated as of June 4, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors party thereto from time to time and the Agent, the Security Agreement may be modified by amending Schedule I thereto; and

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or Security Agreement, as applicable, and this Supplement shall be subject to the rules of construction set forth in Section 1.02 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **SCHEDULE.** Schedule I to the Security Agreement is hereby amended by supplementing such schedule with the IP Collateral set forth on Schedule I-1 hereto (the “Supplemental IP Collateral”). All references to Schedule I contained in the Loan Agreement, the Security Agreement and the other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule I-1.

3. **SECURITY AGREEMENT.** The Security Interest granted pursuant to the Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Lending Parties, pursuant to the Loan Agreement. In accordance with

Section 4 of the Security Agreement, each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Supplemental IP Collateral made and granted pursuant to the Security Agreement are more fully set forth in the Loan 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 Supplement, the Loan Agreement and/or the Security Agreement, the Loan Agreement shall control.

4. RATIFICATION. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement, the Security Agreement and the other Loan Documents are hereby ratified and continue unchanged and remain in full force and effect.

5. COUNTERPARTS. This Supplement is a Loan Document. This Supplement 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 Supplement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Agent reserves the right, in its reasonable discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement.

6. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISION. THIS SUPPLEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 10.16 and 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

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

AGENT:

WHITE OAK COMMERCIAL FINANCE, LLC

By:  _____
Name: Thomas K. Otte
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

GRANTORS:

DGL GROUP LTD.

By: 
Name: Ezra Zaafarani
Title: Chief Executive Officer

HYPE WIRELESS LPD LTD.

By: 
Name: Ezra Zaafarani
Title: Chief Executive Officer

SCHEDULE I-1

Patent Registrations/Applications

Patent	Owner	Registration No. (Application No.)	Registration Date (Application Date)
Scooter with Built-In Loc	DGL Group LTD.	(17/192,274)	(03/04/2021)
SELF-BALANCING SCOOTER WITH TRANSLUCENT DECK	DGL Group LTD.	(29/801,926)	(08/02/2021)
scooter design	DGL Group LTD.	(29/724,225)	(02/13/2020)
SELF-BALANCING SCOOTER	DGL Group LTD.	(29/924,602)	(01/19/2024)