

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI899173

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Patent Security Agreement	
CONVEYING PARTY DATA		
Name		Execution Date
huupe inc.		03/18/2025
RECEIVING PARTY DATA		
Company Name:	TRI Investments II, LLC	
Street Address:	501 Boylston Street	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Application Number:	17697438	
Application Number:	17975731	
Application Number:	17987561	
Application Number:	17987641	
Application Number:	18344845	
Application Number:	18344850	
Application Number:	18541924	
Application Number:	18954378	
PCT Number:	US2146468	
CORRESPONDENCE DATA		
Fax Number:	6175265000	
<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:	6175266658	
Email:	janey.davidson@wilmerhale.com	
Correspondent Name:	John V. Hobgood, Esquire	
Address Line 1:	Wilmer Cutler Pickering Hale and Dorr LLP	
Address Line 2:	60 State Street	
Address Line 4:	Boston, MASSACHUSETTS 02109	
ATTORNEY DOCKET NUMBER:	100404.168	
NAME OF SUBMITTER:	Janey Davidson	

PATENT

SIGNATURE:	/Janey Davidson/
DATE SIGNED:	03/20/2025
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 6 source=security agreement pats 20250318 huupe tri #page1.tiff source=security agreement pats 20250318 huupe tri #page2.tiff source=security agreement pats 20250318 huupe tri #page3.tiff source=security agreement pats 20250318 huupe tri #page4.tiff source=security agreement pats 20250318 huupe tri #page5.tiff source=security agreement pats 20250318 huupe tri #page6.tiff	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of March 18, 2025 (this “Agreement”), is made by huupe inc., a Delaware corporation (the “Company”), in favor of TRI Investments II, LLC (the “Secured Party”).

WHEREAS, pursuant to that certain Secured Note and Warrant Purchase Agreement, dated as of March 18, 2025 (as amended, restated, supplemented or otherwise modified or replaced from time to time, the “Purchase Agreement”), between the Company and the Secured Party, the Secured Party shall purchase the Note (as defined in the Purchase Agreement) from the Company; and

WHEREAS, in consideration of the purchase of the Note by the Secured Party, the Company entered into a Security Agreement dated as of March 18, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between the Company and the Secured Party, pursuant to which the Company assigned, transferred and granted to the Secured Party, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Company agreed to execute this Agreement, in order to record the security interest granted to the Secured Party with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Purchase Agreement.

SECTION 2. Grant of Security Interest.

The Company hereby collaterally assigns and transfers to the Secured Party, and hereby grants to the Secured Party, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Company’s Obligations:

all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) each patent and patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto, and (vi) all other rights of any accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Company hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Solely as between the Company and the Secured Party, in acting under this Agreement, the Secured Party shall have all of the rights, privileges, protections (including indemnities), immunities and benefits granted to the Secured Party by the Company under the Transaction Documents (as defined in the Purchase Agreement).

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPANY:

HUPE INC.

DocuSigned by:

By: _____

Paul Anton

Name: Paul Anton

Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 070584 FRAME: 0823

Accepted and Agreed:

TRI INVESTMENTS II, LLC,
as Secured Party

By: John Chuang _____
Name: John Chuang
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 070584 FRAME: 0824

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Application/ Filing Date	Application Number	Publication Date	Publication Number	Priority Date	Status
Interactive basketball system	2021-08-18	AU2021328361	2023-03-23	AU2021328361A1	2020-08-19	Filed
INTERACTIVE BASKETBALL SYSTEM	2021-08-18	CA3192210	2022-02-24	CA3192210A1	2020-08-19	Filed
Interactive basketball system	2021-08-18	CN202180063418	2023-06-06	CN116234613A	2020-08-19	Filed
INTERACTIVE BASKETBALL SYSTEM	2021-08-18	EP21859038	2024-02-14	EP4200040A4	2020-08-19	Filed
Interactive basketball system	2022-03-17	US17697438	2022-11-01	US11484760B2	2022-03-17	Granted 11/01/22 11484760 B2
INTERACTIVE BASKETBALL SYSTEM	2022-10-28	US17975731	2023-06-15	US20230181987A 1	2022-10-28	Granted 12/10/24 12161925 B2
INTERACTIVE SOCCER SYSTEM	2022-11-15	US17987561	2023-06-22	US20230191221A 1	2022-11-15	Published
PERFORMANC E INTERACTIVE SYSTEM	2022-11-15	US17987641	2023-06-22	US20230196770A 1	2022-11-15	Published
INTERACTIVE BASKETBALL SYSTEM	2023-06-29	US18344845	2023-10-26	US20230338806A 1	2023-06-29	Granted 12/10/24 12157046 B2

INTERACTIVE BASKETBALL SYSTEM	2023-06-29	US18344850	2023-10-26	US20230338807A 1	2023-06-29	Granted 09/24/24 12097417 B2
INTERACTIVE BASKETBALL SYSTEM	2021-08-18	PCT/US21/46468	2022-02-24	WO2022040289A 1	2020-08-19	Filed
IMAGING DEVICE FOR BASKETBALL ACTION CHARACTERIS TICS	2023-12-15	US18541924	2024-10-15	US12115428B1	2023-12-15	Granted 10/15/24 12115428 B1
INTERACTIVE BASKETBALL SYSTEM	2024-11-20	US18954378	2025-03-06	US20250073553	2024-11-20	Published