

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619245

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|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| INCIPIO, LLC | | 12/28/2020 | Limited Liability Company: DELAWARE |
| INCASE DESIGNS CORP. | | 12/28/2020 | Corporation: CALIFORNIA |
| GRIFFIN TECHNOLOGY, LLC | | 12/28/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MIDCAP FUNDING IV TRUST | | |
| Street Address: | c/o MidCap Financial Services, LLC | | |
| Internal Address: | 7255 Woodmont Avenue, Suite 300 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Statutory Trust: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5985276 | IDEAS PROTECTED | |
| Registration Number: | 6201722 | ORGANICORE | |
| Registration Number: | 6201965 | ORGANICORE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6106401965 | | |
| <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: | 6106405800 | | |
| Email: | trademarks@stradley.com | | |
| Correspondent Name: | Stradley Ronon Stevens & Young, LLP | | |
| Address Line 1: | Donna Marie Davidson | | |
| Address Line 2: | 30 Valley Stream Parkway | | |
| Address Line 4: | Malvern, PENNSYLVANIA 19355 | | |
| ATTORNEY DOCKET NUMBER: | 186687-0117 | | |
| NAME OF SUBMITTER: | Donna Marie Davidson | | |

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| | |
|---|------------------------|
| SIGNATURE: | /Donna Marie Davidson/ |
| DATE SIGNED: | 01/08/2021 |
| Total Attachments: 6 source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page1.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page2.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page3.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page4.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page5.tif source=MidCap_Incipro - Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement#page6.tif | |

**REAFFIRMATION AND SUPPLEMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This REAFFIRMATION AND SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Supplement**”) is entered into as of the 28th day of December, 2020, by and between **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, as successor-by-assignment to MidCap Financial Trust, having an address at c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmont Avenue, Suite 300, Bethesda, Maryland 20814, as agent (in such capacity as agent, together with its successors and assigns, “**Agent**”) and the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”).

RECITALS

A. Agent, the Lenders, Grantors and certain of Grantors’ Affiliates have entered into a Credit and Security Agreement, dated as of May 21, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Agent and Lenders agreed to make certain Loans (as defined therein) and other extensions of credit to Grantors from time to time pursuant to the terms and conditions thereof.

B. Pursuant to the terms of the Credit Agreement, Grantors and certain of Grantors’ Affiliates executed and delivered to the Agent that certain Intellectual Property Security Agreement dated as of May 21, 2019 (as supplemented hereby and as may be amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), pursuant to which, and to secure each Grantor’s obligations under the Credit Agreement, Grantors granted to Agent a lien and continuing security interest in all of each Grantor’s right, title, and interest in, to, and under, among other things, the Intellectual Property Collateral, including, without limitation, the Copyrights, Patents and Trademarks (as defined therein).

C. Grantors have identified additional Intellectual Property Collateral of Grantors (collectively, the “**Additional Intellectual Property Collateral**”) and Grantors desire to reaffirm and supplement the IP Security Agreement to reflect and include the Additional Intellectual Property Collateral as Intellectual Property Collateral, in accordance with the terms and conditions contained herein, in the IP Security Agreement and in the Credit Agreement.

D. All capitalized terms that appear herein without definition shall have the meanings ascribed to them in the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties, hereby agree as follows:

AGREEMENT

1. Supplements to Copyright Exhibit and Trademark Exhibit; Grant of Security Interest.

(a) Exhibit A to the IP Security Agreement is hereby supplemented to include the Copyrights listed on Supplemental Exhibit A attached hereto (the “**Additional Copyrights**”) and all references in the IP Security Agreement to the “Copyrights” shall be deemed to include, without limitation, the Additional Copyrights.

(b) Exhibit C to the IP Security Agreement is hereby supplemented to include the Trademarks listed on Supplemental Exhibit C attached hereto (the “**Additional Trademarks**”) and all references in the IP Security Agreement to the “Trademarks” shall be deemed to include, without limitation, the Additional Trademarks.

(c) Each Grantor hereby ratifies and confirms its prior grant of security interest in the Intellectual Property Collateral and, in furtherance (and not in limitation) thereof, each Grantor that owns the Additional Copyrights and Additional Trademarks hereby ratifies, confirms and supplements its grant and pledge to Agent, and hereby grants and pledges to Agent, for the ratable benefit of Lenders, a security interest in, to and under the Additional Copyrights and Additional Trademarks, pursuant to and subject to the terms of the IP Security Agreement.

2. Definitions/References. Any references in the IP Security Agreement to the “Intellectual Property Security Agreement” shall be deemed to be references to the IP Security Agreement, as supplemented hereby.

3. Ratification. This Supplement shall be deemed a supplement of the IP Security Agreement and no other changes or modifications in or to the IP Security Agreement, except as specifically set forth herein, are intended or implied, and in all other respects, the IP Security Agreement is hereby specifically ratified, reaffirmed and confirmed by the parties hereto. Nothing in this Amendment is intended or shall be construed to affect or impair the lien priority of the IP Security Agreement. Subject to the foregoing, all of the terms, conditions, covenants and provisions of the IP Security Agreement are ratified and confirmed and shall remain in full force and effect.


4. Execution in Counterparts. This Supplement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature page follows.]

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

GRANTOR:

INCIPIO, LLC
INCASE DESIGNS CORP.
GRIFFIN TECHNOLOGY, LLC

By: 
Name: JOE SELOVEAK
Title: CEO

Address of Agent:

c/o MidCap Financial Services, LLC, as servicer
7255 Woodmont Avenue, Suite 300
Bethesda, Maryland 20814
Attn: Account Manager for Incipio
transaction

AGENT:

MIDCAP FUNDING IV TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

[Signature Page to Reaffirmation and Supplement No. 1 to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007175 FRAME: 0289

SUPPLEMENTAL EXHIBIT A

Copyrights

| Grantor | Copyright Title | Copyright Registration Number | Copyright Registration Date |
|-------------------------|--------------------------|--------------------------------------|------------------------------------|
| Griffin Technology, LLC | DocKit. | TX0004594000 | 06/30/1997 |
| Griffin Technology, LLC | CheckMate/ReleaseSource. | TX0004793066 | 05/28/1998 |

SUPPLEMENTAL EXHIBIT C

Trademarks

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Application No.</u> | <u>Application Date</u> |
|-----------------|-------------------------|--------------------------|------------------------|-------------------------|
| IDEAS PROTECTED | 5985276 | 02/11/2020 | 87982266 | 12/04/2017 |
| ORGANICORE | 6201722 | 11/17/2020 | 88610493 | 09/10/2019 |
| ORGANICORE | 6201965 | 11/17/2020 | 88675989 | 10/31/2019 |