

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642585

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JETSON ELECTRIC BIKES LLC		04/27/2021	Limited Liability Company: NEW YORK
Jipee LLC		04/27/2021	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Capital One, National Association, as Agent
Street Address:	2 Bethesda Metro Center, Suite 1000
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	90323999	BOLT
Serial Number:	90278970	GLOW
Serial Number:	90278979	PLASMA
Serial Number:	90278989	RAVE
Serial Number:	90278996	MAGMA
Serial Number:	90279000	FORCE
Serial Number:	90264031	JUPITER
Serial Number:	90264042	ORBIT
Serial Number:	90264049	HELIX
Serial Number:	90264052	SATURN
Registration Number:	6151319	MAKE MOVES
Registration Number:	5465400	JETKART
Serial Number:	90366103	AMBER BY JETSON
Serial Number:	90350709	J
Serial Number:	90350706	JETSON
Serial Number:	90350708	JETSON
Serial Number:	90165045	JETSON

CH \$665.00 90323999

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90165055	J
Registration Number:	5102165	JETSON
Serial Number:	90621311	SYNC
Serial Number:	90643009	CLAW
Serial Number:	90643038	CONDOR
Serial Number:	90643043	ERIS
Serial Number:	90643050	HIGHLINE
Serial Number:	90643055	JOURNEY
Serial Number:	90643059	KNIGHT

CORRESPONDENCE DATA

Fax Number: 6173417701

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.

Phone: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	04/27/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 27, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Jipee LLC, a New York limited liability company, as guarantor, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.]

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

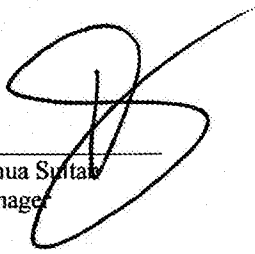
[SIGNATURE PAGES FOLLOW]

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

JETSON ELECTRIC BIKES LLC,
as Grantor

By: 
Name: Joshua Sultan
Title: Manager


JIPEE LLC,
as Grantor

By: 
Name: Joshua Sultan
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


ACCEPTED AND AGREED
as of the date first above written:






CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Julianne Low
Title: Senior Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Citation	Jurisdiction	Status	Class	Application Number	Application Date	Registration Number	Registration Date	Owner Name
BOLT	USPTO	Pending	12	90323999	17-NOV-2020			JETSON
GLOW	USPTO	Pending	12 28	90278970	26-OCT-2020			JETSON
PLASMA	USPTO	Pending	12	90278979	26-OCT-2020			JETSON
RAVE	USPTO	Pending	12	90278989	26-OCT-2020			JETSON
MAGMA	USPTO	Pending	12	90278996	26-OCT-2020			JETSON
FORCE	USPTO	Pending * * This application will soon become abandoned	12	90279000	26-OCT-2020			JETSON
JUPITER	USPTO	Pending	12	90264031	19-OCT-2020			JETSON
ORBIT	USPTO	Pending	12	90264042	19-OCT-2020			JETSON
HELIX	USPTO	Pending	12	90264049	19-OCT-2020			JETSON
SATURN	USPTO	Pending	28	90264052	19-OCT-2020			JETSON
MAKE MOVES	USPTO	Registered	12	88728408	16-DEC-2019	6151319	15-SEP-2020	JETSON
JETKART	USPTO	Registered	12	87202659	13-OCT-2016	5465400	08-MAY-2018	JETSON
AMBER BY JETSON	USPTO	Pending	11 35	90366103	08-DEC-2020			JIPÉE
J Stylized Logo 	USPTO	Pending	9 11 12 16 18 28	90350709	01-DEC-2020			JIPÉE
JETSON Stylized	USPTO	Pending	9 11 12 16 18 28	90350706	01-DEC-2020			JIPÉE
JETSON Stylized	USPTO	Pending	9 11 12 16 18 28	90350708	01-DEC-2020			JIPÉE
JETSON Stylized	USPTO	Pending	12 28	90165045	08-SEP-2020			JIPÉE

J Stylized Logo 	USPTO	Pending	12 28	90165055	08-SEP-2020			JIPEE
JETSON	USPTO	Registered	12	86694419	15-JUL-2015	5102165	13-DEC-2016	JIPEE
SYNC	USPTO	Pending	12	90621311	02-APR-2021			JETSON
CLAW	USPTO	Pending	12	90643009	13-APR-2021			JETSON
CONDOR	USPTO	Pending	12	90643038	13-APR-2021			JETSON
ERIS	USPTO	Pending	12	90643043	13-APR-2021			JETSON
HIGHLINE	USPTO	Pending	12	90643050	13-APR-2021			JETSON
JOURNEY	USPTO	Pending	12	90643055	13-APR-2021			JETSON
KNIGHT	USPTO	Pending	12	90643059	13-APR-2021			JETSON
JETSON Stylized	Australia	Pending	12 28	2138683 (IR 1561660)	15-OCT-2020			JIPEE
J Stylized Logo 	Australia	Pending	12 28	2166153 (IR 1583089)	11-FEB-2021			JIPEE
JETSON Stylized	Canada	Pending	12 28	2067043 (IR 1561660)	15-OCT-2020			JIPEE
J Stylized Logo 	Canada	Pending	12 28	209465 (IR 1583089)	11-FEB-2021			JIPEE
JETSON Stylized	European Union	Pending	12 28	1561660	15-OCT-2020			JIPEE
J Stylized Logo 	European Union	Pending	12 28	1583089	11-FEB-2021			JIPEE
JETSON Stylized	International	Registered	12 28	1561660	15-OCT-2020	IR 1561660	15-OCT-2020	JIPEE
J Stylized Logo 	International	Registered	12 28	1583089	11-FEB-2021	IR 1583089	11-FEB-2021	JIPEE
JETSON Stylized	Mexico	Pending	12 28	1561660	26- MAR-2021			JIPEE
JETSON Stylized	United Kingdom	Pending	12 28	1561660	15-OCT-2020			JIPEE
J Stylized Logo 	United Kingdom	Pending	12 28	1583089	11-FEB-2021			JIPEE

- License Agreement, dated August 7, 2019, between Marvel Brands LLC (“Marvel”) and Jetson, as amended, whereby Marvel grants to Jetson a license to use certain intellectual property described therein.
- License Agreement, dated August 23, 2019, between Disney Consumer Products, Inc. (“Disney”) and Jetson, as amended, whereby Disney grants to Jetson a license to use certain intellectual property described therein
- License Agreement, dated March 21, 2019, between Disney Consumer Products, Inc. (“Disney”) and Jetson, as amended, whereby Disney grants to Jetson a license to use certain intellectual property described therein.
- License Agreement, dated as of May 26, 2017, between Jipee and Jetson, whereby Jipee grants to Jetson a license to use certain marks identified on Schedule A thereto.