

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513066

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blue Spark Technologies, Inc.		12/26/2018	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Southwestern Financial Services, LLC		
<b>Street Address:</b>	1845 W. 4400 S # A1		
<b>City:</b>	Roy		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84067		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3205428	POWERING INNOVATION	
<b>Registration Number:</b>	4043065	BLUE SPARK	
<b>Registration Number:</b>	4050338		
<b>Registration Number:</b>	4043066	BLUE SPARK	
<b>Registration Number:</b>	4766108	TEMPTRAQ	
<b>Registration Number:</b>	5190419	TEMP ° TRAQ	
<b>Registration Number:</b>	5351650	TEMP ° TRAQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8005915804		
<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>			
<b>Phone:</b>	419-408-5500		
<b>Email:</b>	jenn@wardpatent.com		
<b>Correspondent Name:</b>	Jacob M. Ward		
<b>Address Line 1:</b>	120 1/2 S. Washington Street		
<b>Address Line 2:</b>	Suite 207		
<b>Address Line 4:</b>	Tiffin, OHIO 44883		
<b>NAME OF SUBMITTER:</b>	Jacob M. Ward		
<b>SIGNATURE:</b>	/Jacob M. Ward/		
<b>DATE SIGNED:</b>	03/06/2019		

CH \$190.00 3205428

**Total Attachments: 23**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, made and entered into as of December 26, 2018, is executed and delivered by Blue Spark Technologies, Inc., an Ohio corporation ("Company"), as debtor, whose address is 806 Sharon Drive, suite G, Westlake, OH 44145 to First Southwestern Financial Services, LLC, its successor and assigns ("Lender"), as Lender, whose address is 1845 W 4400 S # A1 Roy, UT 84067, under the circumstances summarized in the following recitals (the capitalized terms used but not defined in the recitals and granting clauses are used therein as defined in Article I hereof:

A. Pursuant to the Commercial Cognovit Promissory Note dated December 26, 2018 ("Note"), the Lender has agreed to loan to the Company the aggregate principal sum of \$1,500,000.00.

B. Company is required to repay the Loan by making payments to the Lender at such times and in such amounts as are set forth in the Note.

In consideration of the Loan to the Company by the Lender pursuant to the Note and for other valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of securing: (i) all payments to be made by the Company with respect to the Loan and under the Note and this IP Security Agreement, together with interest as provided therein, (ii) any amounts incurred by the Lender with respect to the IP Collateral, including but not limited to amounts incurred for the protection of the IP Collateral or enforcement of this IP Security Agreement or the Note, together with interest as provided therein, and (iii) the performance and observance of each covenant and agreement of the Company contained in this IP Security Agreement and the Note, the Company does hereby grant, bargain, sell, convey, assign, grant a lien and security interest in and transfer unto the Lender, the Lender's successors and assigns, the IP Collateral, subject to the Ohio First Lien.

TO HAVE AND TO HOLD the IP Collateral unto the Lender, the Lender's successors and assigns, forever;

AND, IT IS HEREBY COVENANTED that this IP Security Agreement is given and the IP Collateral is to be held in the manner and to the extent and applied subject to the further terms herein set forth:

### ARTICLE I Definitions

Section 1.1 Use of Defined Terms. In addition to the words and terms elsewhere defined in this IP Security Agreement or by reference to the Note or other instruments or documents, the words and terms set forth in Section 1.2 hereof shall have the meanings therein set forth unless the context or use clearly indicates a different meaning or intent. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

Section 1.2 Definitions. As used herein:

"Copyright Licenses" means any written agreement naming the Company as licensor or licensee (including, without limitation, those listed on Schedule A) and granting any right under any Copyright,

including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Copyrights" means all copyrights now known or hereafter acquired and arising under the laws of the United States, any other country or any political subdivision thereof, whether or not the underlying works of authorship have been published, and whether or not the copyrights have been registered, copyright registrations and applications, and all works of authorship and other intellectual property rights therein, including, without limitation, the registered copyrights and applications for registration identified on Schedule A and (a) all renewals thereof, (b) all proceeds, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), (c) the right to sue for past, present and future infringements and misappropriations thereof and (d) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Commercial Code" means Chapters 1301 through 1310, inclusive, Ohio Revised Code, as in effect from time to time.

"Domain Name Licenses" means any agreement, whether written or oral, providing for the grant by or to the Company of any right to use any Domain Name, including, without limitation, any of the foregoing listed on Schedule A.

"Domain Names" means all Internet domain names and associated URL addresses in or to which the Company now or hereafter has any right, title or interest and the right to obtain any renewals thereof, including, without limitation, the registered domain names identified on Schedule A and (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all proceeds, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such domain name).

"Event of Default" means any of the events described as an Event of Default in Section 5.1 hereof.

"Indemnifiable Claims" has the meaning assigned to such term in Section 4.2.

"Independent Counsel" means an attorney or a firm of attorneys selected by the Lender and duly admitted to practice law before the highest court of the State.

"Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, (A) any Copyrights, Domain Names, Patents and Trademarks; and (B) (i) all Copyright Licenses, Domain Name Licenses, Patent Licenses, Trade Secret Licenses, Trade Secrets, Trademark Licenses, (ii) all books and records, information, customer lists, credit files, computer files, programs, printouts, identification of suppliers, data, recordings, surveys, engineering reports, software, other computer materials and the like, (iii) all accounting information and all media in which or on which any of the information or knowledge which pertains to the Company's business may be recorded or stored, and (vi) all causes of action, claims and warranties now or hereafter owned or acquired in respect of any of the items listed in this clause (B), and all rights to sue at law or equity

or otherwise recover for any and all past, present and future infringements, misappropriations, dilutions or other impairments thereof and all proceeds, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements, misappropriations, dilutions or other impairments thereof).

"IP Collateral" means all Intellectual Property, wherever located, in which the Company now has or hereafter acquires any right or interest, and the proceeds and products thereof.

"IP Security Agreement" means this Intellectual Property Security Agreement, as the same may be amended, modified, supplemented, extended, restated or replaced from time to time.

"Legal Requirements" means those legal requirements described in Section 4.1 hereof.

"Licenses" means collectively, Copyright Licenses, Patent Licenses and Trademark Licenses.

"Lien" means any lien (statutory or other), security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement).

"Loan" means the loan by the Lender to the Company in the aggregate principal amount of \$1,500,000.00 pursuant to and in connection with the Note.

"Net Proceeds" means, when used with respect to any insurance proceeds or condemnation award, means the gross proceeds thereof less the payment of all expenses, including attorneys' fees, incurred in connection with the collection of such gross proceeds.

"Notice Address" means:  
As to the Lender:

First Southwestern Financial Services, LLC  
1845 W 4400 S # A1  
Roy, UT 8406

As to the Company:

Blue Spark Technologies, Inc.  
Attn: Gary Johnson., CEO  
806 Sharon Drive, Suite G  
Westlake, OH 44145

or such additional or different address or addressee, written notice of which is given in accordance with the Note.

"Patent Licenses" means all agreements, whether written or oral, providing for the grant by or to the Company of any right to manufacture, have manufactured, use or sell or import any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing listed on Schedule A.

"Patents" means all patents, patent applications and patentable inventions, now known or

hereafter acquired and arising under the laws of the United States, any other country or any political subdivision thereof, including, without limitation, the patents and patent applications listed on Schedule A and (a) all inventions and improvements described and claimed therein, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all proceeds, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Permitted Encumbrances" means the Ohio First Lien, the security interest in all of the IP Collateral in favor of the Lender granted herein, the Liens granted to and any restrictions contained in any License.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Note" refers to the Commercial Cognovit Promissory Note of even date in the amount of \$1,500,000.00 in favor of the Lender, as the same may be amended, modified, supplemented, extended, restated or replaced from time to time.

"State" means the State of Ohio.

"Trade Secret Licenses" means any agreement, whether written or oral, providing for the grant by or to the Company of any right to use any Trade Secret, including without limitation, any of the foregoing listed on Schedule A.

"Trade Secrets" means all trade secrets, including, without limitation, know-how, processes, formulae, compositions, designs, and confidential business and technical information, and all rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Trademark Licenses" means any agreement, whether written or oral, providing for the grant by or to the Company of any right to use any Trademark, including, without limitation, any of the foregoing listed on Schedule A.

"Trademarks" means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (other than intent-to-use applications), and any renewals thereof, now known or hereafter acquired and arising under the laws of the United States, any other country or any political subdivision thereof, including, without limitation, the registered trademarks and service marks and applications for registration identified on Schedule A and (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all proceeds, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or

future infringements thereof), and (c) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo, trade dress or other indicia of trade origin.

"UCC Financing Statement" means a financing statement under Article 9 of the Commercial Code providing notice of the Lender's security interest in the IP Collateral.

Section 1.3 Terms Defined in and References to Ohio Uniform Commercial Code. Terms defined in the Commercial Code which are not otherwise defined in this IP Security Agreement are used herein as defined in the Commercial Code as in effect from time to time. References to Articles and sections of Articles of the Commercial Code shall refer to such Articles and sections as enacted by the State and in effect from time to time.

## ARTICLE II

### Preservation of Security

Section 2.1 Representations, Warranties and Covenants. The Company represents, warrants and covenants to the Lender that:

(a) The Company (i) has (or will have upon acquisition by the Company) good and sufficient title to all IP Collateral subject only to Permitted Encumbrances, (ii) has full right and authority to sell and convey the IP Collateral subject to Permitted Encumbrances and (iii) will warrant and defend to the Lender such title to the IP Collateral and the lien, pledge and security interest of the Lender therein and thereon against all claims and demands whatsoever, except as associated with Permitted Encumbrances and except to the extent that any such Intellectual Property is deemed immaterial to the Company's business, and will, except as otherwise herein expressly provided, maintain the priority of the lien of Lender, and the pledge and security interest granted by this IP Security Agreement as a first priority perfected security interest upon the IP Collateral until the Company shall be entitled to defeasance as provided herein.

(b) The lien, pledge and security interest of this IP Security Agreement is a good and valid lien, pledge and first priority perfected security interest on all the IP Collateral, subject only to Permitted Encumbrances, which includes all rights title and interest the State may have pursuant to a similar security agreement. The Parties agree that the Ohio First Lien with respect to the IP Collateral is superior to Lender's rights in the IP Collateral.

(c) No financing statement or security agreement purporting to cover any of the IP Collateral has heretofore been signed by the Company or names the Company as "debtor" except for Permitted Encumbrances and no such financing statement or security agreement is now on file in any public office except for Permitted Encumbrances.

(d) The Company shall, at the Company's own expense, from time to time as requested by the Lender take such actions and execute and deliver to the Lender all such instruments, supplements, further assurances and security or other agreements as may be required or requested by the Lender in order to perfect and continue the Lender's lien, pledge and security interest in the

IP Collateral hereunder. The Company hereby appoints the Lender as the Company's agent and attorney-in-fact to sign all such instruments, supplements, further assurances and security and other agreements, which appointment is coupled with an interest and is irrevocable.

(e) Neither the execution and delivery by the Company of this IP Security Agreement, the creation and perfection of the security interest in the IP Collateral granted hereunder, nor compliance with the terms and provisions hereof violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Company or the articles of incorporation or code of regulations, the provisions of any indenture, instrument or agreement to which the Company is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement (other than the security interest in favor of the Lender).

(f) The Company's name in which it has executed this IP Security Agreement is the exact name as it appears in the Company's organizational documents as filed with the Company's jurisdiction of organization as of the date hereof.

(g) The Company's federal employer identification number is 02-0642227. The Company is an Ohio corporation and the Company's organizational identification number issued by the State of Ohio is 1329169.

Section 2.2 Recordation and Filing. Subject to the terms of Section 6.2 hereof, the Company hereby appoints the Lender as the Company's agent and attorney-in-fact, which appointment is coupled with an interest and is irrevocable to file and, if necessary, sign all such UCC Financing Statements, amendments to UCC Financing Statements, continuation and correction statements with respect to UCC Financing Statements and other documents as may be necessary or advisable for the purpose of filing, perfecting, confirming, continuing, enforcing, protecting, recording or registering the Secured Party's security interest in the IP Collateral. The Lender is further authorized to file with the United States Patent and Trademark Office or the United States Copyright Office (as applicable), at the Company's expense, this IP Security Agreement as evidence of the Lender's security interest in the IP Collateral. If reasonably requested by the Lender, the Company, at the Company's expense, shall furnish to the Lender an opinion of Independent Counsel specifying the action required and to be taken to comply with this Section since the date of this IP Security Agreement or the date of the most recent such opinion or stating that no such action is necessary, as applicable.

Section 2.3 After-Acquired Property. Subject to Section 6.2 hereof, all Intellectual Property acquired or created by the Company after the date hereof shall immediately upon the acquisition thereof by the Company, and without further action by the Company, become subject to the lien, pledge and security interest of this IP Security Agreement as fully as though now owned by the Company and specifically described herein. Nevertheless, the Company shall take such actions and execute, acknowledge and deliver such additional instruments as the Lender shall require to further evidence or confirm the subjection of any such Intellectual Property to the lien, pledge and security interest of this IP Security Agreement. Company shall provide written notice to Lender within five (5) business days after the last day of any fiscal quarter in the event that, during such quarter, Company has either (a) filed an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof or (b) otherwise obtained ownership rights in and to any registered Copyrights, Patents or Trademarks or applications for



registration thereof arising under the laws of the United States, any other country or any political subdivision thereof, and, at the election of the Lender, as soon as possible following the Lender's receipt of such notice, the parties will execute a notice of after-acquired Intellectual Property to be filed by the Lender, at the Company's expense, with (as applicable) the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

Section 2.4 Disposition; Liens and Encumbrances. Except as otherwise expressly permitted by this IP Security Agreement or the Note, the Company shall not directly or indirectly sell, convey, assign, transfer, abandon or otherwise dispose of the IP Collateral or any part thereof or interest therein without the prior written consent of the Lender and except to the extent that any such Intellectual Property is deemed immaterial to the Company's business. The Company shall not directly or indirectly create or permit to remain, and will promptly discharge, any Lien in or on the IP Collateral or any part thereof or the interest of the Company or the Lender therein or any revenues, income or profit or other sums arising from the IP Collateral or any part thereof (including, without limitation, any Lien arising by operation of law), other than Permitted Encumbrances.

Section 2.5 No Claims Against the Lender. Nothing contained in this IP Security Agreement shall constitute a request by the Lender, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the IP Collateral or any part thereof, or be construed to give Company any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would provide the basis for any claim either against Lender, or that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien, pledge and security interest of this IP Security Agreement.

Section 2.6 Authorization for the Lender to Take Certain Action. Company authorizes Lender at any time and from time to time in the sole discretion of the Lender and appoints Lender as its attorney in fact, which appointment is coupled with an interest and is irrevocable (i) to execute on behalf of Company as debtor and/or to file initial financing statements, amendments of financing statements, correction statements with respect to financing statements and other documents necessary or desirable in Lender's sole discretion to perfect and to maintain the perfection and priority of the Lender's security interest in the IP Collateral, including to file in any filing office in the State or any other jurisdiction any initial financing statements and amendments thereto that (a) indicate the IP Collateral (1) as all assets and/or personal property of Company or words of similar effect, regardless of whether any particular asset comprised in the IP Collateral falls within the scope of Article 9 of the Commercial Code or the Uniform Commercial Code of any other applicable jurisdiction, or (2) as being of an equal or lesser scope or with greater detail, and provide any other information required by part 5 of Article 9 of the Commercial Code or the Uniform Commercial Code of such other jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Company is an organization, the type of organization and any organizational identification number issued to Company; (ii) upon the occurrence of an Event of Default, to indorse and collect any cash proceeds of the IP Collateral, (iii) upon the occurrence of an Event of Default, to apply the proceeds of any IP Collateral received by the Lender to the obligations secured hereby as provided in Article VI, and (iv) upon the occurrence of an Event of Default, to discharge past due taxes, assessments, charges, fees or Liens on the IP Collateral (except for Permitted Encumbrances), and Company agrees to reimburse Lender on demand for any payment made or any expense incurred by Lender in connection therewith, which security

interest shall be upon the terms of this IP Security Agreement, with such writing to be in form and substance satisfactory to Lender, provided that this authorization shall not relieve Company of any of its obligations under this IP Security Agreement or under the Note.

### ARTICLE III

Section 3.1 Payment of Taxes and Other Governmental Charges. Company shall pay promptly when due, and before penalty or interest accrues thereon, all taxes, assessments, whether general or special, all other governmental charges and all public or private utility charges of any kind whatsoever, foreseen or unforeseen, ordinary or extraordinary, that now or may at any time hereafter be assessed, levied or imposed against or with respect to the IP Collateral or any part thereof (including, without limitation, any taxes levied upon or with respect to the revenues, income or profits of Company from the IP Collateral) which, if not paid, may become or be made a lien on the IP Collateral or any part thereof or a charge on such revenues, income or profits.

Notwithstanding the preceding paragraph, Company may, at Company's expense and in Company's name and behalf and after written notice to Lender, by appropriate proceedings diligently prosecuted, contest in good faith the validity or amount of any such taxes, assessments and other charges, and during the period of contest and after written notice to Lender, may permit the items so contested to remain unpaid. If at any time, however, Lender shall notify Company that, in the opinion of Independent Counsel, by nonpayment of any such items the lien, pledge or security interest created by this IP Security Agreement or the interests of Company or Lender in the IP Collateral as to any part of the IP Collateral will be materially affected or the IP Collateral or any part thereof will be subject to imminent loss or forfeiture, Company shall promptly pay all such taxes, assessments or charges.

### ARTICLE IV

#### Maintenance and Use of IP Collateral

Section 4.1 Compliance with Legal Requirements. Company, at Company's expense, shall promptly comply with all Legal Requirements, and shall procure, maintain and comply with all permits, licenses and other authorizations required for any use of the IP Collateral or any part thereof then being made or anticipated to be made; and Company shall comply with any instruments of record at the time in force burdening the IP Collateral or any part thereof. As used in this Section, "Legal Requirements" means all laws, statutes, codes, acts, ordinances, resolutions, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governmental entities, departments, commissions, boards, courts, authorities or agencies which now or at any time hereafter may be applicable to the IP Collateral or any part thereof or any use, anticipated use or condition of the IP Collateral or any part thereof. Company may, at Company's expense and after written notice to Lender, by any appropriate proceedings diligently prosecuted, contest in good faith any Legal Requirement and postpone compliance therewith pending the resolution or settlement of such contest provided that such postponement does not, in the opinion of Independent Counsel, materially affect the lien, pledge or security interest created by this IP Security Agreement as to any part of the IP Collateral or subject the IP Collateral, or any part thereof, to imminent loss or forfeiture.

Section 4.2 Indemnification. Company shall protect, defend, indemnify and save harmless Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses except

as may be limited by law or judicial order or decision entered in any action brought to recover moneys under this Section) imposed upon, incurred by or asserted against Lender by reason of (a) ownership of any interest in the IP Collateral; (b) any failure on the part of Company to perform or comply with any of the terms hereof or of the Note or any other instrument or document executed in connection with the transactions contemplated herein and therein; (c) any necessity to defend any right, title or interest conveyed by this IP Security Agreement or to defend any action arising from the creation or perfection of any such right, title or interest; (d) the performance of any labor or services or the furnishing of any materials or other property in respect to the IP Collateral or any part thereof; or (e) any such claim, action, or proceeding brought thereon (collectively, "Indemnifiable Claims"), except to the extent that the indemnifiable Claims against Lender are proximately caused by Lender's bad faith, gross negligence or willful misconduct. If any action or proceeding is made or brought against Lender in respect of which indemnity may be sought hereunder, Lender shall give notice to Company of the action or proceeding and upon such notice, at the option of Lender, (1) Company shall assume the defense of the action or proceeding with legal counsel satisfactory to Lender, (2) Company shall assume the defense of the action or proceeding with the participation of Lender, at Company's expense, or (3) the Secured Party shall assume the defense of the action or proceeding with legal counsel satisfactory to Lender, at Company's expense; provided that failure of Lender to give such notice shall not relieve Company from any of Company's obligations under this Section unless the failure prejudices the defense by Company of the action or proceeding. Any amounts payable to Lender under this Section shall be paid by Company on demand. The obligations of Company under this Section shall survive any defeasance of this IP Security Agreement. The indemnification provided by this Section to Lender includes officers, employees, agents and representatives of Lender.

## ARTICLE V

### Events of Default and Remedies

Section 5.1 Events of Default. Any one or more of the following events shall be an "Event of Default" under this IP Security Agreement:

(a) Company shall fail to observe and perform any agreement, term or condition contained in this IP Security Agreement and such failure continues for a period of 30 days after the Company has knowledge thereof; provided; however, that such 30 day cure period shall not apply to any failure which has previously occurred;

(b) The occurrence of a default or an event of default and expiration of any applicable grace period under the Note;

(c) The IP Collateral shall be placed under control or custody of any court; or

(d) An attachment, levy or restraining order shall be issued for any portion of the IP Collateral.

Section 5.2 Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party, at any time, at the Secured Party's election, may exercise any or all or any combination of the remedies conferred upon or reserved to the Lender under this IP Security Agreement, the Note, any other Loan Document or any instrument or document collateral thereto, or now or hereafter existing at law, or in equity or by statute. Subject to the foregoing, any or all of the following remedies may be exercised:

(a) Use of any available judicial proceeding to collect or recover all indebtedness secured by this IP Security Agreement and due hereunder whether at maturity or by acceleration, to enforce this IP Security Agreement or to foreclose or otherwise collect or realize upon the lien, pledge and security interest on all or any part of the IP Collateral;

(b) Demand for prompt delivery of any portion of the IP Collateral capable of being delivered to Lender or demand that Company promptly assemble any portion of the IP Collateral capable of being assembled and promptly make such portion available to Lender by any method which is reasonably convenient to both Company and Lender, and taking prompt possession of the IP Collateral or any part thereof and for that purpose pursuing the IP Collateral or any part thereof wherever it may be found and removing, to the extent possible, the same to any place whatsoever;

(c) Sale, lease or other disposition of the IP Collateral, at either public or private sale, at such time as Lender, in Lender's sole discretion, may decide, in a commercially reasonable manner. In connection with any such sale, Company acknowledges and agrees that 10 days' prior written notice to Company shall constitute reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private sale or other intended disposition is to be made. At any such sale the IP Collateral may be sold in one or more lots or as an entirety or separately, as Lender may determine. Lender shall not be obligated to complete any such sale pursuant to any such notice. Lender may, without notice or publication, except for written notice to Company, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of the sale of all or any part of the IP Collateral on credit or for future delivery, the property so sold may be retained by Lender until the selling price is paid by the purchaser thereof, but Lender shall not be required to sell all or any part of the IP Collateral on credit or future delivery and shall not incur any liability in case of the failure of such purchaser to take and pay for the property so sold and, in case of any such failure, such property may again be sold upon like notice; and

(d) Exercise of any rights, remedies and powers Lender may have at law or in equity, including, without limitation, as a Lender under the Commercial Code or other similar laws in effect.

Any moneys received by Lender pursuant to the exercise of remedies in this IP Security Agreement shall be applied as provided in Section 5.3 hereof.

Lender may comply with any applicable state or federal law requirements in connection with a disposition of the IP Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the IP Collateral. Lender may disclaim any warranties that might arise in connection with the sale, lease or other disposition of the IP Collateral and has no obligation to provide any warranties at such time.

Except as (and subject to) otherwise prohibited by any existing licenses granted by Company or other agreements by and between Company and third parties as of the date of execution of this Agreement (including without limitation Licenses), Lender is hereby granted a license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, Company's Intellectual Property, including, without limitation, labels, Patents, Copyrights, rights of use of any Trade Secrets, Trademarks, Domain Names, customer lists and advertising matter, or any property of a similar nature, as it pertains to the IP Collateral, in completing production of, advertising for sale, and selling any IP Collateral, and, following the occurrence and during the continuance of an Event of Default, Company's rights under all licenses

and all franchise agreements shall inure to Lender's benefit.

Section 5.3 Application of Proceeds. Any moneys, including without limitation the proceeds of any sale, by foreclosure or otherwise, of the IP Collateral or any part thereof or any interest therein received by the Lender pursuant to the exercise of any remedies provided in this IP Security Agreement or by law, in equity, or by statute shall be applied as follows:

- First: To the payment of all costs incurred in the collection thereof, including, without limitation, reasonable attorneys' fees and expenses, except as may have been limited by law or by judicial order or decision entered in any action for the collection thereof;
- Second: To the discharge of any lien which the Lender may consider necessary or desirable to discharge;
- Third: To the payment of indebtedness secured by this IP Security Agreement owing to Lender other than indebtedness with respect to the Note at the time outstanding;
- Fourth: To the payment of all principal and interest due and payable under Note, whether due at maturity or as an installment of principal, interest or by prepayment or acceleration or otherwise; and
- Fifth: Unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, any balance to or at the direction of Company.

Section 5.4 Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Lender shall, as a matter of right and to the extent permitted by applicable law and without regard to the adequacy of the IP Collateral as security, be entitled to the appointment of a receiver for all or any part of the IP Collateral, whether such receivership is incidental to a proposed sale of the IP Collateral or otherwise, and Company hereby consents to the appointment of such a receiver and covenants not to oppose any such appointment.

Section 5.5 Remedies Cumulative. If an Event of Default shall have occurred and be continuing, Lender, in addition to each right, power and remedy of Lender provided in this IP Security Agreement, may undertake appropriate judicial proceedings or may proceed with any other right or remedy existing at law or in equity or by statute or otherwise, independent of or in aid of the rights, powers and remedies conferred in this IP Security Agreement, as Lender may deem best for the protection and enforcement of Lender's rights under this IP Security Agreement. Each right, power and remedy of Lender provided for in this IP Security Agreement, the Note, or any other Loan Document or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this IP Security Agreement, the Note, or any other Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise or partial exercise by Lender of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Secured Party of any or all such other rights, powers or remedies.

Section 5.6 Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any

applicable law, and are intended to be limited to the extent necessary so that they will not render this IP Security Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law.

Section 5.7 No Waiver by Lender. No failure by Lender to insist upon the strict performance of any term hereof, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this IP Security Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 5.8 Discontinuance of Proceedings and Restoration of Status Quo. In case Lender shall have proceeded to enforce any right, power or remedy under this IP Security Agreement by sale or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Secured Party, then and in every case Company and Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Secured Party shall continue as if no such proceeding had been taken.

Section 5.9 No Liability. Lender shall have no liability for any loss, damage, injury, cost or expense resulting from any act or omission to act by Lender or officers, employees, agents or representatives of Lender whether or not negligent, which has been taken or omitted in good faith pursuant to this IP Security Agreement, except that this Section 5.11 shall not apply to loss, damage, injury, cost or expense proximately caused by Lender's gross negligence or willful misconduct.

## ARTICLE VI

### Miscellaneous Provisions

Section 6.1 Partial Release. At the request of Company, Lender may, at any time and from time to time, consent to, join in, or permit a release of any part of the IP Collateral. No such release shall impair in any manner the validity or, except as specifically provided in such release or grant, the priority of this IP Security Agreement, and no notice to other parties in interest, if any, shall be required.

Section 6.2 Release and Discharge. If all sums payable by Company under the Note shall have been irrevocably paid and Company shall have complied with all the terms, conditions and requirements hereof and of the Note, then this IP Security Agreement shall be null and void and of no further force and effect. Upon the written request, and at the expense, of Company, Lender will authorize, execute and deliver to Company such proper instruments of release and discharge as may reasonably be requested to evidence such defeasance, release and discharge.

Section 6.3 Expenses. Company shall, to the extent permitted by law, promptly, upon demand, pay or reimburse Lender for all reasonable attorneys' fees, costs and expenses incurred by Lender in any proceedings involving the estate of a decedent, an insolvent or a debtor under federal bankruptcy law, or in any action, proceeding or dispute of any kind in which Lender is made a party, or appears as an intervenor or party plaintiff or defendant, affecting or relating to this IP Security Agreement, the Note or any other Loan Document, Company or any of the IP Collateral, including, but not limited to, foreclosure of or collection under this IP Security

Agreement, any condemnation action involving the IP Collateral, or any action to protect the security hereof, and any such amounts paid by the Lender shall, except as may be limited by law or judicial order or decision entered in any such action be added to the indebtedness secured hereby.

Section 6.4 Estoppel Affidavits. Company, within 10 days after written request from Lender, shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether any credits or defenses exist against such principal and interest.

Section 6.5 No Merger. It being the desire and intention of the parties hereto that the IP Security Agreement and the lien, pledge and security interest hereof do not merge in title to the IP Collateral, it is hereby understood and agreed that should Lender acquire any additional or other interests in or to the IP Collateral or the ownership thereof, then, unless a contrary interest is manifested by Lender as evidenced by an appropriate document duly filed or recorded, this IP Security Agreement and the lien, pledge and security interest thereof shall not merge in the title of the IP Collateral, toward the end that this IP Security Agreement may be foreclosed as if owned by a stranger to the title to the IP Collateral.

Section 6.6 General Provisions. This IP Security Agreement shall be deemed to be made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State and shall inure to the benefit of and be binding upon Company, Lender and their respective permitted successors and assigns. If any provision hereof is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. The captions or headings herein shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this IP Security Agreement or affect the meaning hereof. This IP Security Agreement may be executed in any number of counterparts (including by means of facsimile), each of which shall be deemed an original and each of which shall constitute but one of the same instrument; it shall not be necessary in proving this IP Security Agreement to produce or account for more than one such counterpart. This IP Security Agreement shall be deemed to have been prepared jointly by the parties hereto and any uncertainty or ambiguity existing herein shall not be interpreted against any party but shall be interpreted according to the rules for the interpretation of arm's length agreements.

Section 6.7 Amendments, Changes and Modifications. Except as otherwise provided in this IP Security Agreement, this IP Security Agreement may not be amended, supplemented or terminated without the written consent of the Secured Party and the Company.

Section 6.8 Waiver of Setoff. All sums payable by Company hereunder or under the Note shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of the Company hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided herein, by reason of (a) any damage to or destruction of or any condemnation or similar taking, or transfer in lieu thereof, of the IP Collateral or any part thereof; (b) any restriction or prevention of or interference with any use of the IP Collateral or any part thereof; (c) any title defect or encumbrance or any eviction from the location of the IP Collateral or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization,

composition, adjustment, dissolution, liquidation or other like proceeding relating to Company or any action taken with respect to this IP Security Agreement by any trustee or receiver of Company, or by any court in such proceeding; (e) any claim which the Company has or might have against Lender; (f) any default or failure on the part of Lender to perform or comply with any of the terms hereof or of any other agreements pertaining to the lien, pledge and security interest on the IP Collateral with Company; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Company shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Company waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Company.

Section 6.9 Brundage Clause. In the event of the passage or enactment of any law, order, rule or regulation subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements or debts secured by mortgages or security agreements or the manner of collecting taxes so as to adversely affect Lender, Lender may, at Lender's option, declare an Event of Default hereunder unless promptly upon such passage or enactment Company assumes, in a manner satisfactory to Lender, the obligation to pay any taxes or other financial burdens imposed upon Lender.

Section 6.10 Notices. All notices, certificates, requests or other communications hereunder shall be given in accordance with the Note.

Section 6.11 WAIVER OF JURY TRIAL. COMPANY AND LENDER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS IP SECURITY AGREEMENT, THE NOTE, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. THIS WAIVER SHALL NOT IN ANY WAY AFFECT LENDER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT, IN THIS IP SECURITY AGREEMENT, THE NOTE, OR ANY RELATED INSTRUMENT OR AGREEMENT. NEITHER COMPANY NOR LENDER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY COMPANY OR LENDER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.



IN THIS NOTICE, "YOU" AND "YOUR" MEANS ALL BORROWERS.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

**BORROWER:**

Blue Spark Technologies, Inc.

By:   
John Gannon, CEO

**LENDER:**

First Southwestern Financial  
Services, LLC

By:   
Paula G. Tulane, President

**SCHEDULE A**  
(to the IP Security Agreement between Blue Spark Technologies, Inc. and First  
Southwestern Financial Services, LLC)

**Intellectual Property**

1. **COPYRIGHTS**

*Copyright Registrations*

**NONE**

*Pending Copyright Applications for Registration*

**NONE**

2. **COPYRIGHT LICENSES**

*Copyright Licenses to the Company*

**NONE**

*Copyright Licenses from the Company*

**NONE**

3. **PATENTS**

*Patent Registrations*

**See Schedule A1**

*Patent Applications*

**See Schedule A1**

4. **PATENTLICENSES**

*Patent Licenses to the Company*

**See Schedule A3**

*Patent Licenses from the Company*

**NONE**

5. TRADEMARKS AND TRADE NAMES

*Trademark Registrations*

**See Schedule A2**

*Trademark Applications*

**See Schedule A2**

*State Trademark Registrations*

**NONE**

*Trade Names*

**NONE**

6. TRADEMARK LICENSES

*Trademark Licenses to the Company*

**NONE**

*Trademark Licenses from the Company*

**NONE**

7. DOMAIN NAMES

<https://www.tempraq.com/>

<https://www.bluesparktechnologies.com/>

8. DOMAINNAMELICENSES

*Domain Name Licenses to the  
Company*

**NONE**

*Domain Name Licenses from the  
Company*

**NONE**

9. TRADE SECRET LICENSES

*Trade Secret Licenses to the Company*

**NONE**

*Trade Secret Licenses from the  
Company*

**NONE**

## SCHEDULE A1

### PATENT REPORT

COUNTRY	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
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#### BATTERY CELL CONSTRUCTION

GERMANY	UTL	11/27/2013	13859061.7	7/5/2017	2926401	ISSUED
EUROPEAN PATENT CONVENT	UTL	11/27/2013	13859061.7	7/5/2017	2926401	ISSUED
FINLAND	UTL	11/27/2013	13859061.7	7/5/2017	2926401	ISSUED
FRANCE	UTL	11/27/2013	13859061.7	7/5/2017	2926401	ISSUED
UNITED KINGDOM	UTL	11/27/2013	13859061.7	7/5/2017	2926401	ISSUED
HONG KONG	UTL	11/27/2013	16103922.9	4/6/2018	HK1216053	ISSUED
JAPAN	UTL	11/27/2013	2015-544206	7/21/2017	6178428	ISSUED
UNITED STATES	UTL	11/27/2013	14/091,981	9/13/2016	9,444,078	ISSUED
WIPO	UTL	11/27/2013	PCT/US13/72259			NAT PHASE

#### BODY TEMPERATURE LOGGING PATCH

CHINA	UTL	6/25/2013	2013800576185	1/12/2018	ZL2013800576185	ISSUED
EUROPEAN PATENT CONVENT	UTL	6/25/2013	13852079.6			PUBLISHED
HONG KONG	UTL	6/25/2013	15111297.0	6/29/2018	HK1210402	ISSUED
JAPAN	UTL	6/25/2013	2015-540660	4/6/2018	6316305	ISSUED
SOUTH KOREA	UTL	6/25/2013	10-2015-7011589	7/13/2017	1759806	ISSUED
UNITED STATES	UTL	6/25/2013	13/926,508	10/10/2017	9,782,082	ISSUED
UNITED STATES	UTL	10/6/2017	15/726,908			PUBLISHED
WIPO	UTL	6/25/2013	PCT/US2013/047618			NAT PHASE
AUSTRALIA	UTL	12/31/2014	2014415560	8/23/2018	2014415560	ISSUED
CHINA	UTL	12/31/2014	2014800844554			PENDING
EUROPEAN PATENT CONVENT	UTL	12/31/2014	14905665.7			PUBLISHED
HONG KONG	UTL	12/31/2014	17103161.8			PUBLISHED
JAPAN	UTL	12/31/2014	2017-534283			PENDING
SOUTH KOREA	UTL	12/31/2014	10-2017-7016052			PENDING
UNITED STATES	UTL	12/31/2014	14/587,626	7/4/2017	9,693,689	ISSUED
UNITED STATES	UTL	6/2/2017	15/612,066			PUBLISHED
WIPO	UTL	12/31/2014	PCT/US2014/072997			NAT PHASE
UNITED STATES	UTL	5/25/2018	15/989,674			PENDING
WIPO	UTL	7/16/2018	PCT/US2018/042206			PENDING

#### CELL ATTACHMENT METHOD

UNITED STATES UTL 9/24/2012 13/625,366 5/12/2015 9,027,242 ISSUED

**ELECTRICAL DEVICE-BATTERY ASSEMBLY AND THE METHOD TO MAKE THE SAME**

UNITED STATES UTL 4/25/2012 13/455,308 5/27/2014 8,734,980 ISSUED

**HIGH CURRENT THIN ELECTROCHEMICAL CELL AND METHODS OF MAKING THE SAME**

GERMANY UTL 12/18/2008 08868145.7 5/8/2013 2235773 ISSUED  
EUROPEAN PATENT CONVENT FINLAND UTL 12/18/2008 08868145.7 5/8/2013 2235773 NAT PHASE  
UNITED KINGDOM JAPAN UTL 12/18/2008 08868145.7 5/8/2013 2235773 ISSUED  
UTL 12/18/2008 2010-539800 1/31/2014 5466175 ISSUED  
UNITED STATES UTL 6/21/2010 12/809,844 11/5/2013 8,574,754 ISSUED  
WIPO UTL 12/18/2008 PCT/US2008/087424 NAT PHASE

**INTEGRATED ELECTRONIC DEVICE**

WIPO UTL 7/18/2008 PCT/US2008/070500 NAT PHASE

**INTEGRATED ELECTRONIC DEVICE AND METHODS OF MAKING SAME**

UNITED STATES UTL 1/14/2010 12/689,067 5/14/2013 8,441,411 ISSUED

**INTEGRATED ELECTRONIC DEVICE AND THE METHOD TO MAKE THE SAME**

WIPO UTL 7/30/2008 PCT/US2008/071549 NAT PHASE

**MULTI-CELL BATTERY**

UNITED STATES UTL 5/21/2013 13/899,291 7/1/2014 8,765,284 ISSUED

**RFID ANTENNA-BATTERY ASSEMBLY AND THE METHOD TO MAKE THE SAME**

UNITED STATES UTL 4/24/2006 11/379,816 5/13/2014 8,722,233 ISSUED

**THIN PRINTABLE ELECTROCHEMICAL CELL AND METHODS OF MAKING THE SAME**

UNITED STATES UTL 9/1/2011 13/223,845 9/18/2012 8,268,475 ISSUED

**THIN PRINTABLE ELECTROCHEMICAL CELL BASED ON A PICTURE FRAME AND METHOD OF MAKING THE SAME**

JAPAN UTL 3/21/2006 2008-503084 4/26/2013 5255432 ISSUED  
SOUTH KOREA UTL 3/21/2006 10-2007-7024295 2/25/2013 1238939 ISSUED  
WIPO UTL 3/21/2006 PCT/US2006/010147 NAT PHASE

**THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHOD OF MAKING THE SAME**

GERMANY UTL 3/21/2006 06739079.9 1/25/2017 60 2006 051 631.2 ISSUED

FINLAND	UTL	3/21/2006	06739079.9	1/25/2017	1866987	ISSUED
FRANCE	UTL	3/21/2006	06739079.9	1/25/2017	1866987	ISSUED
UNITED KINGDOM	UTL	3/21/2006	06739079.9	1/25/2017	1866987	ISSUED

**THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHODS OF MAKING THE SAME**

UNITED STATES	UTL	3/17/2006	11/378,520	10/4/2011	8,029,927	ISSUED
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**THIN PRINTABLE ELECTROCHEMICAL CELL UTILIZING A PICTURE FRAME AND METHODS OF MAKING THE SAME**

SWITZERLAND	UTL	3/21/2006	06739079.9	1/25/2017	1866987	ISSUED
EUROPEAN PATENT CONVENT	UTL	3/21/2006	06739079.9	1/25/2017	1866987	ISSUED
SOUTH KOREA	UTL	3/21/2006	10-2012-7024947	2/25/2013	1239054	ISSUED

**THIN PRINTABLE FLEXIBLE ELECTROCHEMICAL CELL AND METHOD OF MAKING SAME**

GERMANY	UTL	4/21/2005	PCT/US2005/013783	7/9/2014	1749319	ISSUED
EUROPEAN PATENT CONVENT	UTL	4/21/2005	05738396.0	7/9/2014	1749319	ISSUED
FINLAND	UTL	4/21/2005	PCT/US2005/013783	7/9/2014	1749319	ISSUED
UNITED KINGDOM	UTL	4/21/2005	PCT/US2005/013783	7/9/2014	1749319	ISSUED
HONG KONG	UTL	4/21/2005	07108448.4	10/17/2014	HK1102522	ISSUED
JAPAN	UTL	4/21/2005	2007-509672	5/18/2012	4996456	ISSUED
SOUTH KOREA	UTL	4/21/2005	10-2006-7021980	1/3/2013	10-1220575	ISSUED
SOUTH KOREA	UTL	4/21/2005	10-2012-7013117	10/1/2013	1316276	ISSUED
UNITED STATES	UTL	4/20/2005	11/110,202	5/13/2014	8,722,235	ISSUED
WIPO	UTL	4/21/2005	PCT/US2005/013783			NAT PHASE

**SCHEDULE A2**

**TRADEMARK REPORT**

Country Proper	Mark	Application #	File Date	Registration #	Registration Date	Status
China	POWERING INNOVATION	20810530	7/29/2016	20810530	9/21/2017	REGISTERED
European Union	POWERING INNOVATION	015597198	6/29/2016	015597198	10/21/2016	REGISTERED
Japan	POWERING INNOVATION	2016-62 856	6/9/2016	5 904 377	12/9/2016	REGISTERED
United States	POWERING INNOVATION	78/760,422	11/23/2005	3,205,428	2/6/2007	REGISTERED
European Union	BLUE SPARK	015422744	5/10/2016	015422744	9/19/2017	REGISTERED
Japan	BLUE SPARK	2016-63 471	6/10/2016	5 923 231	2/17/2017	REGISTERED
United States	BLUE SPARK	85/091,776	7/23/2010	4,043,065	10/18/2011	REGISTERED
China	LOOP WITH PLUS SIGN LOGO	19841896	5/4/2016	19841895	6/21/2017	REGISTERED
European Union	LOOP WITH PLUS SIGN LOGO	015421555	5/11/2016	015421555	9/15/2016	REGISTERED
Japan	LOOP WITH PLUS SIGN LOGO	2016-62 857	6/9/2016	5 912 485	1/13/2017	REGISTERED
United States	LOOP WITH PLUS SIGN LOGO	85/091,788	7/23/2010	4,050,338	11/1/2011	REGISTERED
United States	BLUE SPARK AND LOGO COMPOSITE	85/091,842	7/23/2010	4,043,066	10/18/2011	REGISTERED
China	TEMPTRAQ	17824987	9/6/2015			PENDING
Japan	TEMPTRAQ	2016-62 858	6/9/2016	5 912 486	1/13/2017	REGISTERED
United States	TEMPTRAQ	86/261,189	4/24/2014	4,766,108	6/30/2015	REGISTERED
United States	TEMP TRAQ (STYLIZED)	87/172,786	9/15/2016	5,190,419	4/25/2017	REGISTERED
United States	TEMP TRAQ (STYLIZED)	87/172,792	9/15/2016	5,351,650	12/5/2017	REGISTERED



### SCHEDULE A3

#### Energizer Portfolio Licensed by Blue Spark Technologies

Country	Application No.	Based On	Patent No.	Issue Date	Current Status
Canada	2513454	PCT/US02/40174	2513454	1-Sep-15	Granted
China	2828739.8	PCT/US02/40174	ZL02828739.8	6-Feb-08	Granted
Germany	2806817.9	EP 02806817.9	1485960	29-Jun-11	Granted
Germany	10178889.1	EP10178889.1	2276092	13-Feb-13	Granted
Europe	2806817.9	PCT/US02/40174	1485960	29-Jun-11	Granted
Europe	10178889.1	PCT/US02/40174	2276092	13-Feb-13	Granted
Hong Kong	11103480.8	EP 10178889.1	HK1149371	28-Jun-13	Granted
Japan	2003-568714	PCT/US02/40174	5021889	22-Jun-12	Granted
Japan	2009-265074	JP2003-568714	5066158	17-Aug-12	Granted
US	10/321182	US 60/356407	7348096	25-Mar-08	Granted
US	11/332635	US 10/321182	7625664	1-Dec-09	Granted
US	12/603114	US 11/332635	7727290	1-Jun-10	Granted
US	13/185048	US 12/758837	8119278	21-Feb-12	Granted