

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Super73, Inc.		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trinity Capital Inc.		
Street Address:	3075 W. Ray Road, Suite 525		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5256081	SUPER 73	
Registration Number:	5762248	SUPER73	
Registration Number:	5882214	SUPER SQUAD	
Registration Number:	5755697	73	
Serial Number:	88751083		
Serial Number:	88751161	SUPER73	
Serial Number:	90314045	73	
Serial Number:	90311428	SUPER73	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058488-0056		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$215.00 5256081

DATE SIGNED:	12/31/2020
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of December 31, 2020, is made by SUPER73, INC., a Delaware corporation (the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.


6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

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

GRANTOR:

SUPER73, INC.,
a Delaware corporation

By:  _____

Name: Legrand Crewse

Title: Chief Executive Officer

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

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

DocuSigned by:
By: Sarah Stanton
1846B5839493453...

Name: Sarah Stanton

Title: General Counsel and Secretary

EXHIBIT A
COPYRIGHTS

N/A

EXHIBIT B

PATENTS

Title: *POWERED MOTORBIKE*
Serial No.: 29/722,019
File Date: January 24, 2020
Docket No.: SYCR0139 **PENDING**

Title: *MOTORBIKE POWER SOURCE ENCLOSURE*
Serial No.: 29/722,023
File Date: January 24, 2020
Docket No.: SYCR0140 **PENDING**

Title: *MOTORBIKE FRONT FACIAL PLATE*
Serial No.: 29/722,028
File Date: January 24, 2020
Docket No.: SYCR0141 **PENDING**

Title: *MOTORBIKE HANDLEBAR CLAMP MECHANISM*
Serial No.: 29/722,034
File Date: January 24, 2020
Docket No.: SYCR0142 **PENDING**

Title: *MOTORBIKE HEADSET*
Serial No.: 29/722,035
File Date: January 24, 2020
Docket No.: SYCR0143 **PENDING**

Title: *MOTORBIKE REAR SWING ARM*
Serial No.: 29/722,036
File Date: January 24, 2020
Docket No.: SYCR0144 **PENDING**

Title: *MOTORBIKE SEAT*
Serial No.: 29/722,037
File Date: January 24, 2020
Docket No.: SYCR0145 **PENDING**

Title: *MOTORBIKE FRONT RACK ASSEMBLY*
Serial No.: 29/722,039
File Date: January 24, 2020
Docket No.: SYCR0146 **PENDING**

Title: *POWERED MOTORBIKE*
Serial No.: 29/721,979

File Date: January 24, 2020
Docket No.: SYCR0154 **PENDING**

Title: *MOTORBIKE SEAT*
Serial No.: 29/721,983
File Date: January 24, 2020
Docket No.: SYCR0155 **PENDING**

Title: *MOTORBIKE GUSSET JOINT*
Serial No.: 29/721,990
File Date: January 24, 2020
Docket No.: SYCR0156 **PENDING**

Title: *MOTORBIKE FRONT FORK ASSEMBLY WITH HEADLIGHT*
Serial No.: 29/721,993
File Date: January 24, 2020
Docket No.: SYCR0157 **PENDING**

Title: *MOTORBIKE RACK*
Serial No.: 29/721,996
File Date: January 24, 2020
Docket No.: SYCR0158 **PENDING**

Title: *MOTORBIKE HEADLAMP*
Serial No.: 29/722,005
File Date: January 24, 2020
Docket No.: SYCR0159 **PENDING**

Title: *POWERED MOTORBIKE*
Serial No.: 29/722,008
File Date: January 24, 2020
Docket No.: SYCR0160 **PENDING**


Title: *MOTORBIKE SEAT AND BATTERY BOX*
Serial No.: 29/722,010
File Date: January 24, 2020
Docket No.: SYCR0161 **PENDING**

Title: *TIRE TREAD*
Serial No.: 29/722,013
File Date: January 24, 2020
Docket No.: SYCR0162 **PENDING**

Title: *MOTORBIKE RACK*
Serial No.: 29/722,016
File Date: January 24, 2020

Docket No.:	SYCR0163	PENDING
Title:	<i>CHAIN STAY</i>	
Serial No.:	29/655,277	
File Date:	July 2, 2018	
Docket No.:	SYCR0167	ALLOWED
Title:	<i>VEHICLE FRONT END</i>	
Serial No.:	29/655,282	
File Date:	July 2, 2018	
Docket No.:	SYCR0168	PENDING
Title:	<i>VEHICLE FRAME</i>	
Serial No.:	29/655,285	
File Date:	July 2, 2018	
Docket No.:	SYCR0169	ALLOWED
Title:	<i>VEHICLE HEAD TUBE</i>	
Serial No.:	29/655,286	
File Date:	July 2, 2018	
Docket No.:	SYCR0170	ALLOWED

EXHIBIT C
TRADEMARKS

Mark	Appl/Reg. No.	Filing/Reg. Date	Owner
SUPER 73 (two words)	Appl. No. 87/296,090 Reg. No. 5256081	Filed January 10, 2017 Registered August 1, 2017	Super73, Inc.
SUPER73 (one word)	Appl. No. 88/148,848 Reg. No. 5762248	Filed October 9, 2018 Registered May 28, 2019	Super73, Inc.
SUPER SQUAD	Appl. No. 88/107,526 Reg. No. 5882214	Filed September 6, 2018 Reg. Date October 15, 2019	Super73, Inc.
73	Appl. No. 88/109,125 Reg. No. 5755697	Filed September 7, 2019 Registered May 21, 2019	Super73, Inc.
	Appl. No. 88/751,083 Reg. No. N/A	Filed January 8, 2020	Super73, Inc.
<i>SUPER73</i>	Appl. No. 88/751,161 Reg. No. N/A	Filed January 8, 2020	Super73, Inc.



Mark	App/Reg. No.	Filing/Reg. Date	Owner
	Appl. No. 90/314,045 Reg. No. N/A	Filed November 11, 2021	Super73, Inc.
	Appl. No. 90/311,428 Reg. No. N/A	Filed November 10, 2021	Super73, Inc.

EXHIBIT D

MASK WORKS

N/A