

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633435

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900598399

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mophie, Inc.		02/22/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Lynx Holdings V, LLC
Street Address:	2229 San Felipe St., Suite 1300
City:	Houston
State/Country:	TEXAS
Postal Code:	77019
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	5360708	POWER BOOST
Registration Number:	5885691	CHARGE FORCE
Registration Number:	5299184	HOLD FORCE
Registration Number:	5258033	POWER CAPSULE
Registration Number:	5597449	CHARGE STREAM
Registration Number:	4318944	M
Registration Number:	5209575	M
Registration Number:	3681443	M
Registration Number:	3681444	M
Registration Number:	5015593	MOPHIE RESCUE
Registration Number:	4558956	
Registration Number:	4896589	CHARGE VAULT TECHNOLOGY
Registration Number:	4286345	JUICE PACK
Registration Number:	4286346	JUICE PACK AIR
Registration Number:	4933702	JUICE PACK H2PRO
Registration Number:	4331770	JUICE PACK PLUS
Registration Number:	4864368	JUICE PACK ULTRA
Registration Number:	3227723	MOPHIE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4329474	MOPHIE
Registration Number:	3949983	MOPHIE
Registration Number:	4863503	MOPHIE
Registration Number:	5064963	MOPHIE
Registration Number:	4065937	MOPHIE JUICE PACK
Registration Number:	4065710	MOPHIE JUICE PACK AIR
Registration Number:	4065942	MOPHIE JUICE PACK PLUS
Registration Number:	4065713	MOPHIE JUICE PACK RESERVE
Registration Number:	4641839	MOPHIE LOVES YOU
Registration Number:	4846415	MOPHIE POWERSTATION
Registration Number:	4782377	MOPHIE POWERSTATION RESERVE
Registration Number:	4716725	POWERBLU
Registration Number:	4612097	POWERSTATION
Registration Number:	5078681	PRIORITY+
Registration Number:	4723911	SPACE
Registration Number:	4933684	STAY POWERFUL

CORRESPONDENCE DATA

Fax Number: 8883259172

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: 6172390567

Email: carla.hines@lockelord.com

Correspondent Name: Carla Hines

Address Line 1: 111 Huntington Avenue

Address Line 2: Locke Lord LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	0030032.00001
NAME OF SUBMITTER:	Carla Hines
SIGNATURE:	/S/ CARLA HINES
DATE SIGNED:	03/22/2021

Total Attachments: 37

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 22nd day of February, 2021 by MOPHIE INC., a California corporation (the “Pledgor”), in favor of LYNX HOLDINGS V, LLC, a Texas limited liability company, as the administrative agent under the Credit Agreements, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Zephyr Merger Sub, Inc., a Delaware corporation, which, immediately following the consummation of the Zagg Acquisition (as defined in the Senior Term Loan Credit Agreement, as hereinafter defined) will merge with and into ZAGG Inc, a Delaware corporation (together with its successors and assigns, “Zagg”), is entering into that certain Term Loan and Security Agreement, dated as of the date hereof, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “Senior Term Loan Lenders” and, individually, each a “Senior Term Loan Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Senior Term Loan Credit Agreement”). The Pledgor desires that the Senior Term Loan Lenders grant to Zagg the financial accommodations as described in the Credit Agreement.

The Pledgor is entering into that certain Springing Guaranty of Payment, dated as of the date hereof, in favor of the Administrative Agent for the benefit of the Holdings Term Loan Lenders (as the same may from time to time be amended, restated or otherwise modified, the “Springing Guaranty of Payment”) in connection with that certain Term Loan and Security Agreement, dated as of the date hereof, among Zephyr Holdings, Inc., a Delaware corporation (“Holdings” and together with Zagg, the “Borrowers”), the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “Holdings Term Loan Lenders” and, individually, each a “Holdings Term Loan Lender” and together with the Senior Term Loan Lenders, collectively, the “Lenders” and, individually, each a “Lender”), and the Administrative Agent (as the same may from time to time be amended restated or otherwise modified, the “Holdings Term Loan Credit Agreement” and together with the Senior Term Loan Credit Agreement, the “Credit Agreements”). The Pledgor desires that the Holdings Term Loan Lenders grant to Holdings the financial accommodations as described in the Holdings Term Loan Credit Agreement.

The Pledgor, a subsidiary of the Borrowers whose financing is provided by the Loans (as defined in the Credit Agreement), deems it to be in the direct pecuniary and business interests of the Pledgor that the Borrowers obtain from the Lenders the Loans provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreements and grant the financial accommodations provided for in the Credit Agreements only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreements and each financial accommodation granted to the Borrowers by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Senior Term Loan Credit Agreement shall have their respective meanings ascribed to them in the Senior Term Loan Credit Agreement, and (b) unless otherwise defined in the Senior Term Loan Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 9.1 hereof.

“Proceeds” means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account

arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance.

“Secured Obligations” means the “Obligations” as defined in the Senior Term Loan Credit Agreement; provided, that, upon the occurrence of a Springing Collateral Event, the “Secured Obligations” shall also include the “Obligations” as defined in the Springing Guaranty of Payment.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Intercreditor Agreement. The exercise of any right or remedy by the Administrative Agent hereunder is subject to the provisions of that certain Intercreditor and Subordination Agreement, dated as of the date hereof, among the Administrative Agent, acting in each of the capacities of Obligor Term Agent and Holdings Term Agent (as each is defined therein), the ABL Agent, and the other obligors signatory thereto (as the same may from time to time be amended, restated or otherwise modified).

5. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

5.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, and except for U.S. Patent No. 8367235, no such Collateral has been adjudged invalid or unenforceable.

5.2. The Collateral is valid and enforceable.

5.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

5.4. Except for liens expressly permitted pursuant to Section 5.9 of the Senior Term Loan Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

5.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

5.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.

6. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

7. Right to Inspect. The Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, and its employees and agents the right, upon prior reasonable notice to Pledgor and during regular business hours, to visit any location of the Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at the Pledgor's expense, except that no such notice shall be required upon the occurrence of an Event of Default.

8. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

9. Events of Default and Remedies.

9.1. The occurrence of an Event of Default, as defined in any Credit Agreement, shall constitute an Event of Default.

9.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

9.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the

Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

9.4. If an Event of Default shall occur, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency.

10. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, attorneys' fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

11. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 12, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

13. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

15. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by

the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

16. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and both Credit Agreements terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.

17. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

18. Maximum Liability of the Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document (as defined in the respective Credit Agreements) to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement by the Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of the Pledgor from other Affiliates of Borrower) would not render the rights to payment of the Administrative Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law. The Pledgor hereby agrees that, in connection with the payments made hereunder, the Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Secured Obligations have been irrevocably paid in full, and the Pledgor shall not exercise any such contribution rights until the Secured Obligations have been irrevocably paid in full.

19. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of this Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the any applicable Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each

case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

20. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

21. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

22. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

23. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

24. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

25. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

26. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this

Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

27. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

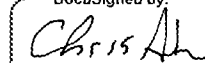
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4824-8559-4074.3

JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWERS, THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 910 West Legacy Center Drive MOPHIE INC.
Suite 500
Midvale, Utah 84047
Attention: President and Secretary By: _____

DocuSigned by:

6422CAEAAB5F476...






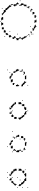
Chris Ahern
Chief Executive Officer

[Signature Page to IP Security Agreement]



SCHEDULE 1

See attached.

Trademarks

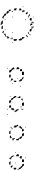






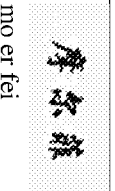
No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
1.	United States	POWER BOOST	87/031,969	5,360,708	Registered
2.	United States	CHARGE FORCE	87/031,937	5,885,691	Registered
3.	United States	HOLD FORCE	87/096,425	5,299,184	Registered
4.	United States	POWER CAPSULE	87/119,453	5,258,033	Registered
5.	United States	CHARGE STREAM	87/743,880	5,597,449	Registered
6.	USPTO		85/661367	4318944	Registered
7.	USPTO		85/448268	5209575	Registered
8.	USPTO		77/977640	3681443	Renewed
9.	USPTO		77/977641	3681444	Renewed
10.	USPTO		86/570320	5015593	Registered
11.	USPTO		86/048416	4558956	Registered
12.	USPTO	CHARGE VAULT TECHNOLOGY	86/503964	4896589	Registered

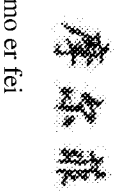








¹ All registrations are in the name of mophie Inc. (or as mophie, Inc., with the comma from before the name change removing the comma)

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
13.	USPTO	JUICE PACK	85/726645	4286345	Registered
14.	USPTO	JUICE PACK AIR	85/726652	4286346	Registered
15.	USPTO	JUICE PACK H2PRO	86/494346	4933702	Registered
16.	USPTO	JUICE PACK PLUS	85/726655	4331770	Registered
17.	USPTO	JUICE PACK ULTRA	86/440513	4864368	Registered
18.	USPTO	MOPHIE	78/903731	3227723	Registered
19.	USPTO	MOPHIE	85/661352	4329474	Registered
20.	USPTO	MOPHIE	77/980824	3949983	Registered
21.	USPTO	MOPHIE	85/739484	4863503	Registered
22.	USPTO	MOPHIE	86/520333	5064963	Registered
23.	USPTO	MOPHIE JUICE PACK	85/179481	4065937	Registered
24.	USPTO	MOPHIE JUICE PACK AIR	85/144833	4065710	Registered
25.	USPTO	MOPHIE JUICE PACK PLUS	85/179966	4065942	Registered
26.	USPTO	MOPHIE JUICE PACK RESERVE	85/144836	4065713	Registered
27.	USPTO	MOPHIE LOVES YOU	85/857890	4641839	Registered
28.	USPTO	MOPHIE POWERSTATION	85/857417	4846415	Registered
29.	USPTO	MOPHIE POWERSTATION RESERVE	85/857614	4782377	Registered
30.	USPTO	POWERBLU	85/453899	4716725	Registered
31.	USPTO	POWERSTATION	85/857426	4612097	Registered
32.	USPTO	PRIORITY +	86/539455	5078681	Registered
33.	USPTO	SPACE	86/443446	4723911	Registered
34.	USPTO	STAY POWERFUL	86/491910	4933684	Registered
35.	Argentina		3279378	2808016	Registered
36.	Argentina	JUICE PACK	3279376	2813498	Registered
37.	Argentina	MOPHIE	3279377	2750456	Registered
38.	Australia		1653341	1653341	Registered
39.	Australia	JUICE PACK	1544488	1544488	Registered
40.	Australia	MOPHIE	1348720	1348720	Renewed
41.	Australia	SPACE PACK	1204955	1204955	Registered

TRADEMARK

REEL: 007228 FRAME: 0634

No.	Country / Jurisdiction (International Designation)	Trademark	Application No.	Registration No.	Status
42.	Brazil		840803435	840803435	Registered
43.	Brazil		908786840	908786840	Registered
44.	Brazil	JUICE PACK	840446543	840446543	Registered
45.	Brazil	MOPHIE	830540431	830540431	Registered
46.	Canada		1584489	TMA880987	Registered
47.	Canada		1584496	TMA880988	Registered
48.	Canada		1665244	TMA910984	Registered
49.	Canada	JUICE PACK	1615426	TMA877586	Registered
50.	Canada	MOPHIE	1471753	TMA825005	Registered
51.	Canada	MOPHIE JUICE PACK	1528190	TMA851767	Registered
52.	Canada	MOPHIE LOVES YOU	1640545	TMA951114	Registered
53.	Canada	POWERSTATION	1640369	TMA925877	Registered
54.	Chile		1096560	1148291	Registered
55.	Chile		1144078	1195678	Registered
56.	Chile	JUICE PACK	1048776	1084424	Registered
57.	Chile	MOPHIE	1065892	1076698	Registered
58.	Chile	SPACE PACK	1083897	1173697	Registered
59.	China		10553710	10553710	Registered

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
60.	China		10553709	10553709	Registered
61.	China		10553799	10553799	Registered
62.	China		10553796	10553796	Registered
63.	China		10553797	10553797	Registered
64.	China		10553798	10553798	Registered
65.	China		13698631	13698631	Registered
66.	China		10222168	10222168	Registered
67.	China		13305995	13305995	Registered
68.	China (International Designation)		1251383	1251383	Registered
69.	China	CHARGE VAULT TECHNOLOGY	16748092	16748092	Registered
70.	China	H2PRO	17348079	17348079	Registered
71.	China	H2PRO	19025894	19025894	Registered
72.	China	JUICE PACK	10553810	10553810	Registered
73.	China	JUICE PACK	10553809	10553809	Registered

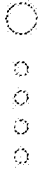

TRADEMARK

REEL: 007228 FRAME: 0636

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
74.	China (International Designation)	JUICE PACK	1157373	1157373	Registered
75.	China (International Designation)	JUICE PACK AIR	10553791	10553791	Registered
76.	China (International Designation)	JUICE PACK H2PRO	1259421	1259421	Registered
77.	China	JUICE PACK HELIUM	10553790	10553790	Registered
78.	China	JUICE PACK ULTRA	16441938	16441938	Registered
79.	China	JUICE TANK	10681904	10681904	Registered
80.	China	MOPHIE	16461730	16461730	Registered
81.	China	MOPHIE	47003329		Pending
82.	China	OUTRIDE	10702984	10702984	Registered
83.	China	MOPHIE	10222169	10222169	Registered
84.	China	MOPHIE	10553794	10553794	Registered
85.	China	MOPHIE	10553793	10553793	Registered
86.	China	MOPHIE	11460048	11460048	Registered
87.	China	MOPHIE	8110984	8110984	Registered
88.	China	MOPHIE JUICE PACK	10553715	10553715	Registered
89.	China (International Designation)	MOPHIE JUICE PACK	1081550	1081550	Registered
90.	China (International Designation)	MOPHIE JUICE PACK AIR	1127196	1127196	Registered
91.	China (International Designation)	MOPHIE JUICE PACK BOOST	1127197	1127197	Registered
92.	China	MOPHIE JUICE PACK HELIUM	10553722	10553722	Registered
93.	China	MOPHIE JUICE PACK MEMORY	10553716	10553716	Registered
94.	China	MOPHIE JUICE PACK MEMORY	10553717	10553717	Registered
95.	China	MOPHIE JUICE PACK MEMORY	10553718	10553718	Registered
96.	China	MOPHIE JUICE PACK OUTDOOR	10553792	10553792	Registered
97.	China (International Designation)	MOPHIE JUICE PACK PLUS	1127194	1127194	Registered
98.	China (International Designation)	MOPHIE JUICE PACK POWERSTATION	1127195	1127195	Registered
99.	China (International Designation)	MOPHIE JUICE PACK PRO	1127193	1127193	Registered
100.	China (International Designation)	MOPHIE JUICE PACK RESERVE	1127198	1127198	Registered
101.	China	MOPHIE JUICE PACK TANK	10681903	10681903	Registered
102.	China	MOPHIE JUICE PACK ULTRA	16441937	16441937	Registered
103.	China	MOPHIE JUICE TANK	10681902	10681902	Registered
104.	China (International Designation)	MOPHIE LOVES YOU	1194866	1194866	Registered


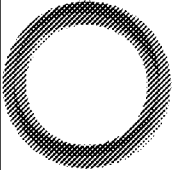



TRADEMARK

REEL: 007228 FRAME: 0637

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
105.	China (International Designation)	MOPHIE MARKETPLACE	1074835	1074835	Registered
106.	China	MOPHIE POWERSTAND	10553719	10553719	Registered
107.	China	MOPHIE POWERSTAND	10553720	10553720	Registered
108.	China	MOPHIE POWERSTAND	10553721	10553721	Registered
109.	China	MOPHIE PROCAM	10553712	10553712	Registered
110.	China	MOPHIE PROCAM	10553713	10553713	Registered
111.	China	MOPHIE PROCAM	10553714	10553714	Registered
112.	China	MOPHIE WORKBOOK	10553808	10553808	Registered
113.	China	MOPHIE WORKBOOK	10553806	10556806	Registered
114.	China	OUTRIDE	10702984	10702984	Registered
115.	China	OUTRIDE	10702983	10553805	Registered
116.	China	POWERBLU	13057379	13057379	Registered
117.	China	POWERSTAND	10553800	10553800	Registered
118.	China	PROCAM	10553804	10553804	Registered
119.	China	PROCAM	10553805	1053805	Registered
120.	China	SPACE PACK	13539172	13539172	Registered
121.	China	STAY POWERFUL	16413983	16413983	Registered
122.	China	WORKBOOK	10553801	10553801	Registered
123.	China	WORKBOOK	10553802	10553802	Registered
124.	China	WORKBOOK	10553803	10553803	Registered
125.	China	摩尔菲 MO ER FEI	10553711	10553711	Registered
126.	China	MOPHIE SPACESTATION	17108665	17108665	Registered
127.	Colombia (International Designation)		1204308	1204308	Registered
128.	Colombia		14-278881	523282	Registered
129.	Colombia	JUICE PACK	15291651	39981	Registered
130.	Colombia (International Designation)	JUICE PACK H2PRO	1259421	1259421	Registered
131.	Colombia (International Designation)	MOPHIE	1257410	1257410	Registered
132.	Colombia (International Designation)	SPACE PACK	1204955	1204955	Registered
133.	Colombia (International Designation)	SPACESTATION	1204619	1204619	Registered









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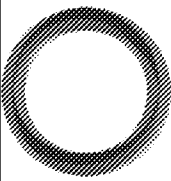
REEL: 007228 FRAME: 0638

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
134.	European Union		11086171	11086171	Registered
135.	European Union (International Designation)		1251383	1251383	Registered
136.	European Union	HELLUM	11159886	11159886	Registered
137.	European Union (International Designation)	JUICE PACK	1157373	1157373	Registered
138.	European Union	JUICE PACK	11648532	11648532	Registered
139.	European Union (International Designation)	LEAVE NO FILE BEHIND	1258170	1258170	Registered
140.	European Union	MOPHIE	8983603	8983603	Renewed
141.	European Union (International Designation)	MOPHIE JUICE PACK	1081550	1081550	Registered
142.	European Union	MOPHIE JUICE PACK HELIUM	11157328	11157328	Registered
143.	European Union (International Designation)	MOPHIE LOVES YOU	1194866	1194866	Registered
144.	European Union (International Designation)	MOPHIE MARKETPLACE	1074835	1074835	Registered
145.	European Union	OUTRIDE	11229986	11229986	Registered
146.	European Union	POWERSTATION	012082913	012082913	Registered
147.	European Union (International Designation)	SPACE PACK	1074835	1074835	Registered
148.	European Union (International Designation)	SPACESTATION	1204619	1204619	Registered
149.	European Union (International Designation)	JUICE PACK H2PRO	1259421	1259421	Registered
150.	Honduras		123009	123009	Registered
151.	Honduras		123010	123010	Registered
152.	Honduras		123011	123011	Registered

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REEL: 007228 FRAME: 0639

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
153.	Honduras		1730/2015	134917	Registered
154.	Honduras	MOPHIE	6401/2015	41619	Registered
155.	Hong Kong		302907207	302907207	Registered
156.	Hong Kong		303179223	303179223	Registered
157.	Hong Kong	JUICE PACK	302538900	302538900	Registered
158.	Hong Kong	JUICE PACK ULTRA	303268062	303268062	Registered
159.	Hong Kong	LEAVE NO FILE BEHIND	303318499	303318499	Registered
160.	Hong Kong	MOPHIE	301552239	301552239	Renewed
161.	Hong Kong	MOPHIE JUICE PACK	301918189	301918189	Registered
162.	Hong Kong	MOPHIE LOVES YOU	302712906	302712906	Registered
163.	Hong Kong	POWERBLU	302703140	302703140	Registered
164.	Hong Kong	SPACE PACK	302804229	302804229	Registered
165.	India (International Designation)		1204308	1204308	Registered
166.	India		2933572	2933572	Registered
167.	India	MOPHIE	1941089	1941089	Renewed
168.	Indonesia		D00.2014.001925	IDM000522570	Registered
169.	Indonesia		D00.2014.008188	IDM000578723	Registered
170.	Indonesia	JUICE PACK	D00.2014.001926	IDM000522693	Registered
171.	International Register – Designating AU CO EM IN JP KR		1204308	1204308	Registered

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
172.	International Register – Designating CN EM		1251383	1251383	Registered
173.	International Register - Designating CN EM JP MX NZ PH CH TR UA VN	JUICE PACK	1157373	1157373	Registered
174.	International Register – Designation CN EM CO	JUICE PACK H2PRO	1259421	1259421	Registered
175.	International Register - Designating EM	LEAVE NO FILE BEHIND	1258170	1258170	Registered
176.	International Register - Designating UA	MOPHIE	1257410	1257410	Registered
177.	International Register – Designating CN EM JP SG	MOPHIE JUICE PACK	1081550	1081550	Registered
178.	International Register - Designating	MOPHIE JUICE PACK AIR	1127196	1127196	Registered



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REEL: 007228 FRAME: 0641

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
179.	CN International Register - Designating	MOPHIE JUICE PACK BOOST	1127197	1127197	Registered
180.	CN International Register - Designating	MOPHIE JUICE PACK PLUS	1127194	1127194	Registered
181.	CN International Register - Designating	MOPHIE JUICE PACK POWERSTATION	1127195	1127195	Registered
182.	CN International Register - Designating	MOPHIE JUICE PACK PRO	1127193	1127193	Registered
183.	CN International Register - Designating	MOPHIE JUICE PACK RESERVE	1127198	1127198	Registered
184.	CN EM International Register - Designating	MOPHIE LOVES YOU	1194866	1194866	Registered
185.	CN EM JP SG International Register - Designating	MOPHIE MARKETPLACE	1074835	1074835	Registered
186.	AU EM IN JP MX NZ RU SG KR International Register - Designating	SPACE PACK	1204955	1204955	Registered
187.	AU EM IN International Register - Designating	SPACESTATION	1204619	1204619	Registered







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REEL: 007228 FRAME: 0642






No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
188.	Japan		2012-063172	5555889	Registered
189.	Japan (International Designation)		1204308	1204308	Registered
190.	Japan	JUICE PACK	2013-017453	5606894	Registered
191.	Japan (International Designation)	JUICE PACK	1157373	1157373	Registered
192.	Japan	MOPHIE	2010-021714	5486978	Registered
193.	Japan	MOPHIE	2011-058063	5691782	Registered
194.	Japan (International Designation)	MOPHIE JUICE PACK	1081550	1081550	Registered
195.	Japan (International Designation)	MOPHIE MARKETPLACE	1074835	1074835	Registered
196.	Japan	MOPHIE POWERSTATION	2014-061118	5742782	Registered
197.	Japan	OUTRIDE	2012-078809	5616497	Registered
198.	Japan (International Designation)	SPACE PACK	1204955	1204955	Registered
199.	Japan (International Designation)	SPACESTATION	1204619	1204619	Registered
200.	Malaysia	MOPHIE	2010003671	2010003671	Registered

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REEL: 007228 FRAME: 0643






No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
201.	Malaysia		2014069050	2014069050	Registered
202.	Malaysia	JUICE PACK	2013-051998	2013051998	Registered
203.	Mexico		1428003	1616052	Registered
204.	Mexico		1428002	1552400	Registered
205.	Mexico (International Designation)	 JUICE PACK	1204308	1204308	Registered
206.	Mexico (International Designation)	JUICE PACK	1157373	1157373	Registered
207.	Mexico	MOPHIE	1072406	1205345	Renewed
208.	Mexico	MOPHIE JUICE PACK	1178615	1242345	Registered
209.	Mexico	OUTRIDE	1288853	1332081	Registered
210.	Mexico (International Designation)	SPACE PACK	1204955	1204955	Registered
211.	Mexico (International Designation)	SPACESTATION	1204619	1204619	Registered
212.	New Zealand		963096	963096	Registered
213.	New Zealand (International Designation)		1204308	1204308	Registered
214.	New Zealand	JUICE PACK	977054	1157373	Registered
215.	New Zealand	MOPHIE	979772	979772	Registered
216.	New Zealand	OUTRIDE	966240	966240	Registered
217.	New Zealand (International Designation)	SPACE PACK	1204955	1204955	Registered
218.	New Zealand (International Designation)	SPACESTATION	1204619	1204619	Registered
219.	Paraguay	MOPHIE	2029911		Pending

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
220.	Peru		565727	213609	Registered
221.	Peru		600365	227249	Registered
222.	Peru	MOPHIE	607078	228856	Registered
223.	Peru	SPACE PACK	555638	209627	Registered
224.	Philippines		4-2014-506086	4-2014-00506086	Registered
225.	Philippines (International Designation)	JUICE PACK	1157373	1157373	Registered
226.	Philippines	MOPHIE	42010002394	42010002394	Renewed
227.	Russia		2014741980	569892	Registered
228.	Russia	JUICE PACK	2013707521	533061	Registered
229.	Russia	MOPHIE	2010706287	439524	Renewed
230.	Russia (International Designation)	SPACE PACK	1204955	1204955	Registered
231.	Russia (International Designation)	SPACESTATION	1204619	1204619	Registered
232.	Saudi Arabia		143311322	145761	Registered
233.	Saudi Arabia	JUICE PACK	193431	143405623	Registered
234.	Saudi Arabia	MOPHIE	1436009792	1436009792	Registered
235.	Singapore		T1417239C	T1417239C	Registered
236.	Singapore	JUICE PACK	T1303677A	T1303677A	Registered
237.	Singapore	MOPHIE	T1002255I	T1002255I	Renewed
238.	Singapore (International Designation)	MOPHIE JUICE PACK	1081550	1081550	Registered
239.	Singapore	MOPHIE MARKETPLACE	1074835	1074835	Registered

No.	Country / Jurisdiction (International Designation)	Trademark	Application No.	Registration No.	Status
240.	Singapore	OUTTRIDE	T12144121	T12144121	Registered
241.	Singapore (International Designation)	SPACE PACK	1204955	1204955	Registered
242.	Singapore (International Designation)	SPACESTATION	1204619	1204619	Registered
243.	South Africa		2012/26288	2012/26288	Registered
244.	South Africa	JUICE PACK	2012/30791	2012/30791	Registered
245.	South Africa	MOPHIE	2012/26286	2012/26286	Registered
246.	South Korea		40-2014-0071030	40-1143643	Registered
247.	South Korea (International Designation)		1204308	1204308	Registered
248.	South Korea	JUICE PACK	40-2013-0014616	40-1017211	Registered
249.	South Korea	MOPHIE	40-2010-0011084	40-089883-50000	Registered
250.	South Korea	OUTTRIDE	45-2013-0005625	45-0048700	Registered
251.	South Korea (International Designation)	SPACE PACK	1204955	1204955	Registered
252.	South Korea (International Designation)	SPACESTATION	1204619	1204619	Registered
253.	Switzerland		62306/2014	671015	Registered
254.	Switzerland (International Designation)	JUICE PACK	1157373	1157373	Registered
255.	Switzerland	MOPHIE	59148/2014	668446	Registered
256.	Taiwan		103060360	1740740	Registered
257.	Taiwan	JUICE PACK	102012894	1611462	Registered
258.	Taiwan	MOPHIE	099008956	01469517	Registered
259.	Taiwan	SPACE PACK	102073599	1678458	Registered

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REEL: 007228 FRAME: 0646

No.	Country / Jurisdiction	Trademark	Application No.	Registration No.	Status
260.	Thailand		842375	TM391017	Registered
261.	Turkey		2014-84956	2014/84956	Registered
262.	Turkey (International Designation)	JUICE PACK	1157373	1157373	Registered
263.	Turkey	MOPHIE	2014/51107	2014/51107	Registered
264.	Turkey	MOPHIE	2013/100365	2013/100365	Registered
265.	Ukraine		m 2014 17914	214312	Registered
266.	Ukraine (International Designation)	JUICE PACK	1157373	1157373	Registered
267.	Ukraine (International Designation)	MOPHIE	1257410 10-FEB-2015	1257410 10-FEB-2015	Registered
268.	United Arab Emirates		179718	65527	Registered
269.	United Arab Emirates	JUICE PACK	188138	188138	Registered
270.	United Arab Emirates	MOPHIE	181080	181080	Registered
271.	Vietnam		4-2015-04365	280334	Registered
272.	Vietnam (International Designation)	JUICE PACK	1157373	1157373	Registered
273.	Vietnam (International Designation)	MOPHIE	1257410	1257410	Registered

Patents

No.	Country / Jurisdiction	Title	App. No.	Patent No.	Status	Recorded Assignee
1.	United States	Battery pack and holster for mobile devices	US 14/494,348	US 9,088,028	Issued.	Mophie, Inc.
2.	United States	Battery pack, holster, and extendible processing and interface platform for mobile devices	US 14/517,492	US 9,172,070	Issued.	Mophie, Inc.
3.	United States	Battery pack and holster for mobile devices	US 14/517,428	US 9,077,013	Issued.	Mophie, Inc.
4.	United States	Battery pack and holster for mobile devices	US 14/569,229	US 9,748,535	Issued.	Mophie, Inc.

No.	Country / Jurisdiction	Title	App. No.	Patent No.	Status	Recorded Assignee
5.	United States	Battery pack, holster, and extendible processing and interface platform for mobile devices	US 14/547,060	US 9,088,029	Issued.	Mophie, Inc.
6.	United States	Battery case for mobile devices	US 14/749,300	US 9,406,913	Issued.	Mophie, Inc.
7.	United States	Battery pack for mobile devices	US 15/686,770	US 10,170,738	Issued.	Mophie, Inc.
8.	United States	Battery pack for mobile devices	US 16/235,185	US 10,559,788	Issued.	Mophie, Inc.
9.	United States	Battery pack, holster, and extendible processing and interface platform for mobile devices	US 12/938,351	US 8,971,039	Issued.	Mophie, Inc.
10.	United States	Wireless communication accessory for a mobile device	US 13/492,785	US 9,123,935	Issued.	Mophie, Inc.
11.	United States	Wireless communication accessory for a mobile device	US 14/800,530	US 9,577,695	Issued.	Mophie, Inc.
12.	United States	External processing accessory for mobile device	US 13/111,823	US 8,954,117	Issued.	Mophie, Inc.
13.	United States	External processing accessory for mobile device	US 14/546,761	US 9,319,501	Issued.	Mophie, Inc.
14.	United States	Modular mobile accessory for mobile phone	US 13/111,845	US 8,483,758	Issued.	Mophie, Inc.
15.	Australia	Modular mobile accessory for mobile device	2011255509	2011255509	Issued.	Mophie, Inc.
16.	Canada	Modular mobile accessory for mobile device	2,799,907	2,799,907	Issued.	Mophie, Inc.
17.	China	Modular mobile accessory for mobile device	201180036327.9	201180036327.9	Issued.	Mophie, Inc.
18.	Mexico	External processing mobile accessory	MX/a/2012/013349	317669	Issued.	Mophie, Inc.
19.	Mexico	External processing mobile accessory	MX/a/2014/001195	328279	Issued.	Mophie, Inc.
20.	United States	Wireless communication accessory for a mobile device	US 14/014,095	US 9,026,187	Issued.	Mophie, Inc.
21.	United States	Protective case with switch cover	US 14/187,046	US 9,755,444	Issued.	Mophie, Inc.
22.	China	Protective case with switch cover	201480009994.1	201480009994.1	Issued.	Mophie, Inc.
23.	United States	Protective case for a mobile device	US 14/205,167	US 9,876,522	Issued.	Mophie, Inc.
24.	United States	Systems and methods for battery charging and management	US 14/843,837	US 10,033,204	Issued.	Mophie, Inc.
25.	United States	Systems and methods for battery charging and management	US 14/843,826	US 9,997,933	Issued.	Mophie, Inc.
26.	United States	Systems and methods for battery charging and management	US 14/843,814	US 10,079,496	Issued.	Mophie, Inc.
27.	United States	Battery pack with supplemental memory	US 14/553,944	US 9,495,375	Issued.	Mophie, Inc. ²
28.	Belgium	Portable electronic device case with battery	09176139.5	2187601	Issued.	Mophie, Inc.
29.	United States	Smartphone case with battery	US 14/020,710	US 9,402,452	Issued.	Mophie, Inc.
30.	United States	Portable electronic device case with battery	US 14/330,613	US 8,917,506	Issued.	Mophie, Inc.
31.	Germany	Portable electronic device case with battery	09176139.5	6020090447211.1	Issued.	Mophie, Inc.
32.	European Patent	Portable electronic device case with battery	EP 09176139.5	EP 2187601	Issued.	Mophie, Inc.
33.	Spain	Portable electronic device case with battery	09176139.5	2187601	Issued.	Mophie, Inc.
34.	France	Portable electronic device case with battery	09176139.5	2187601	Issued.	Mophie, Inc.
35.	United Kingdom	Portable electronic device case with battery	09176139.5	2187601	Issued.	Mophie, Inc.

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² No assignment recorded for Edward Daniel Suski or Kerloss Sadek. However, it is possible to record the agreement from Kerloss Sadek that was recorded in connection with the ²⁰⁴ patent two rows above.

No.	Country / Jurisdiction	Title	App. No.	Patent No.	Status	Recorded Assignee
36.	Luxembourg	Portable electronic device case with battery	09176139.5	2187601	Issued	Mophie, Inc.
37.	Netherlands	Portable electronic device case with battery	09176139.5	2187601	Issued	Mophie, Inc.
38.	United States	Protective battery case to partially enclose a mobile electronic device	US 14/675,067	US 9,356,267	Issued.	Mophie, Inc.
39.	United States	Portable charging device	US 14/536,505	US 9,153,985	Issued.	Mophie, Inc.
40.	United States	Mobile device case for receiving wireless signals	US 15/820,197	US 10,516,431	Issued.	Mophie, Inc.
41.	United States	Battery case for wireless charging of mobile devices	US 16/672,229		Pending.	Mophie, Inc.
42.	United States	Mount for holding a mobile electronic device	US 16/274,967		Pending.	Mophie, Inc.
43.	United States	Battery pack	US 29/334,607	US D616,360	Issued.	Mophie, Inc.
44.	United States	Snap mobile phone case	US 29/382,268	US D676,432	Issued.	Mophie, Inc.
45.	United States	Tablet computer keyboard-case	US 29/400,009	US D675,625	Issued.	Mophie, Inc.
46.	United States	Mobile battery case	US 29/423,036	US D671,493	Issued.	Mophie, Inc.
47.	United States	Battery pack	US 29/334,612	US D616,361	Issued.	Mophie, Inc.
48.	United States	Tablet computer stand and tablet computer case	US 29/382,260	US D670,703	Issued.	Mophie, Inc.
49.	United States	Universal battery pack	US 29/399,909	US D666,144	Issued.	Mophie, Inc.
50.	United States	Portable battery charger	US 29/399,914	US D659,094	Issued.	Mophie, Inc.
51.	United States	Battery case	US 29/369,362	US D653,202	Issued.	Mophie, Inc.
52.	United States	Dry mobile device case	US 29/436,918	US D710,611	Issued.	Mophie, Inc.
53.	United States	Open-backed mobile device case	US 29/441,595	US D712,389	Issued.	Mophie, Inc.
54.	United States	Closed-backed mobile device case	US 29/441,597	US D712,390	Issued.	Mophie, Inc.
55.	United States	Mobile battery charger	US 29/422,897	US D728,467	Issued.	Mophie, Inc.
56.	United States	Mobile phone case	US 29/427,724	US D727,883	Issued.	Mophie, Inc.
57.	United States	Mobile battery charger (microreserve rebuild)	US 29/410,505	US D714,215	Issued.	Mophie, Inc.
58.	United States	Mobile phone wireless earpiece and earpiece battery charger	US 29/410,525	US D689,847	Issued.	Mophie, Inc.
59.	United States	Mobile phone case	US 29/423,032	US D721685	Issued.	Mophie, Inc.
60.	United States	Multi-piece case	US 29/406,346	US D718,289	Issued.	Mophie, Inc.
61.	United States	Mobile battery charger	US 29/422,891	US D720,687	Issued.	Mophie, Inc.
62.	United States	Mobile phone case	US 29/423,026	US D721,356	Issued.	Mophie, Inc.
63.	United States	Waterproof mobile device camera case	US 29/428,555	US D700,778	Issued.	Mophie, Inc.
64.	United States	Mobile device camera case	US 29/484,175	US D742,644	Issued.	Mophie, Inc.
65.	United States	Dry mobile device camera case	US 29/428,556	US D699,947	Issued.	Mophie, Inc.
66.	United States	Unbanded battery case for a mobile device	US 29/433,665	US D723,530	Issued.	Mophie, Inc.
67.	United States	Mobile device holder	29/465,738	US D718,296	Issued.	Mophie, Inc.
68.	United States	Mobile battery charger	US 29/464,271	US D711,819	Issued.	Mophie, Inc.
69.	United States	Unbanded snap battery case for a mobile device	US 29/438,697	US D718,293	Issued.	Mophie, Inc.
70.	Australia	Battery case for a mobile device	12385/2013	349945	Issued.	Mophie, Inc.
71.	Brazil	Unbanded snap battery case for a mobile device	302013002465 2	302013002465 2	Issued.	Mophie, Inc.
72.	Europe	Unbanded battery case for a mobile device	002246702-0001	002246702-0001	Issued.	Mophie, Inc.
73.	Europe	Unbanded battery case for a mobile device	002246702-0002	002246702-0002	Issued.	Mophie, Inc.
74.	Europe	Unbanded battery case for a mobile device	002246702-0003	002246702-0003	Issued.	Mophie, Inc.

No.	Country / Jurisdiction	Title	App. No.	Patent No.	Status	Recorded Assignee
75.	Hong Kong	Unbanded battery case for a mobile device	1300908.1	1300908.1	Issued.	Mophie, Inc.
76.	India	Unbanded snap battery case for a mobile device	IN 254161	IN 254161	Issued.	Mophie, Inc.
77.	Mexico	Unbanded battery case for a mobile device	MX/F/2013/001489	MX 41761	Issued.	Mophie, Inc.
78.	United States	Curved battery case for a mobile device	US 29/451,703	US D732,012	Issued.	Mophie, Inc.
79.	Canada	Curved battery case for a mobile device	153361	153361	Issued.	Mophie, Inc.
80.	Europe	Curved battery case for a mobile device	002320747	002320747-0001	Issued.	Mophie, Inc.
81.	Europe	Curved battery case for a mobile device	002320747	002320747-0002	Issued.	Mophie, Inc.
82.	Europe	Curved battery case for a mobile device	002320747	002320747-0003	Issued.	Mophie, Inc.
83.	Europe	Curved battery case for a mobile device	002320747	002320747-0004	Issued.	Mophie, Inc.
84.	Europe	Curved battery case for a mobile device	002320747	002320747-0005	Issued.	Mophie, Inc.
85.	Europe	Curved battery case for a mobile device	002320747	002320747-0006	Issued.	Mophie, Inc.
86.	New Zealand	Battery case for a mobile device	418120	418120	Issued.	Mophie, Inc.
87.	United States	High capacity banded battery case for a mobile device	US 29/435,908	US D721,687	Issued.	Mophie, Inc.
88.	Australia	Battery case for a mobile device	11993/2013	349931	Issued.	Mophie, Inc.
89.	Brazil	High capacity banded battery case for a mobile device	302013001980 2	302013001980 2	Issued.	Mophie, Inc.
90.	Europe	High capacity banded battery case for a mobile device	001369565-0001	001369565-0001	Issued.	Mophie, Inc.
91.	Hong Kong	High capacity banded battery case for a mobile device	1300707.5	1300707.5	Issued.	Mophie, Inc.
92.	India	High capacity banded battery case for a mobile device	India Design	India Design	Issued.	Mophie, Inc.
93.	Mexico	High capacity banded battery case for a mobile device	MX/F/2013/001104	MX 42537	Issued.	Mophie, Inc.
94.	United States	Thin banded battery case for a mobile device	US 29/435,907	US D718,754	Issued.	Mophie, Inc.
95.	Australia	Thin battery case for a mobile device	11991/2013	349551	Issued.	Mophie, Inc.
96.	Europe	Thin banded battery case for a mobile device	001369557-0001	001369557-0001	Issued.	Mophie, Inc.
97.	Hong Kong	Thin banded battery case for a mobile device	1300706.3	1300706.3	Issued.	Mophie, Inc.
98.	India	Thin banded battery case for a mobile device	253496	253496	Issued.	Mophie, Inc.
99.	Mexico	Thin banded battery case for a mobile device	MX/F/2013/001105	MX 42538	Issued.	Mophie, Inc.
100.	United States	High capacity banded snap battery case for a mobile device	US 29/438,877	US D718,230	Issued.	Mophie, Inc.
101.	United States	Thin banded snap battery case for a mobile device	US 29/440,062	US D718,755	Issued.	Mophie, Inc.
102.	United States	Desktop mobile device dock	US 29/441,683	US D722,056	Issued.	Mophie, Inc.
103.	United States	Mobile device vehicle mount	US 29/441,684	US D726,175	Issued.	Mophie, Inc.
104.	United States	Band-mounted wireless remote control	US 29/441,686	US D701,496	Issued.	Mophie, Inc.
105.	United States	Battery pack	US 29/475,951	US D733,043	Issued.	Mophie, Inc.
106.	United States	Battery pack with integrated connector	US 29/478,243	US D721,646	Issued.	Mophie, Inc.
107.	Australia	Battery pack with integrated connector	AU201413173	AU 356647	Issued.	Mophie, Inc.
108.	Europe	Battery pack with integrated connector	2495085	002495085-0001	Issued.	Mophie, Inc.
109.	Europe	Battery pack with integrated connector	2495085	002495085-0002	Issued.	Mophie, Inc.
110.	Hong Kong	Battery pack with integrated connector	1401234.2	1401234.2	Issued.	Mophie, Inc.
111.	Japan	Battery pack with integrated connector	2014-014496	JP 1522194	Issued.	Mophie, Inc.
112.	Korea	Battery pack with integrated connector	30-2014-0032495	30-0825946	Issued.	Mophie, Inc.
113.	Mexico	Battery pack with integrated connector	MX/F/2014/001975	45126	Issued.	Mophie, Inc.

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No.	Country / Jurisdiction	Title	App. No.	Patent No.	Status	Recorded Assignee
114.	New Zealand	Battery pack with integrated connector	419026	419026	Issued.	Mophie, Inc.
115.	Australia	Decorative case for a mobile electronic device	AU201413206	AU 357460	Issued.	Mophie, Inc.
116.	Europe	Decorative case for a mobile electronic device	2495184	002495184-0001	Issued.	Mophie, Inc.
117.	Europe	Decorative case for a mobile electronic device	2495184	002495184-0002	Issued.	Mophie, Inc.
118.	Europe	Decorative case for a mobile electronic device	2495184	002495184-0003	Issued.	Mophie, Inc.
119.	Europe	Decorative case for a mobile electronic device	2495184	002495184-0004	Issued.	Mophie, Inc.
120.	Hong Kong	Decorative case for a mobile electronic device	1401235.5M001	1401235.5M001	Issued.	Mophie, Inc.
121.	Hong Kong	Decorative case for a mobile electronic device	1401235.5M002	1401235.5M002	Issued.	Mophie, Inc.
122.	New Zealand	Decorative case for a mobile electronic device	419033	419033	Issued.	Mophie, Inc.
123.	United States	Electrical charger and docking station	US 29/478,241	US D721,649	Issued.	Mophie, Inc.
124.	Australia	Electrical charger and docking station	AU201413203	AU 356673	Issued.	Mophie, Inc.
125.	Europe	Electrical charger and docking station	2494609	2494609	Issued.	Mophie, Inc.
126.	Hong Kong	Electrical charger and docking station	1401236.7	1401236.7	Issued.	Mophie, Inc.
127.	Japan	Electrical charger and docking station	2014-014497	JP 1526652	Issued.	Mophie, Inc.
128.	Korea	Electrical charger and docking station	30-2014-0032497	KR 30-0803362	Issued.	Mophie, Inc.
129.	Mexico	Electrical charger and docking station	MX/ff/2014/001976	MX 44805	Issued.	Mophie, Inc.
130.	New Zealand	Electrical charger and docking station	419032	419032	Issued.	Mophie, Inc.
131.	China	Mophie juice pack air	201230170750.5	CN302057919S	Issued.	Ke Chenggang ³
132.	China	Mophie powerstand	201230171031.5	CN302061796S	Issued.	Ke Chenggang
133.	Japan	Battery pack	2015-004916	JP 1541658	Issued.	Mophie, Inc.
134.	New Zealand	Battery pack	419997	419997	Issued.	Mophie, Inc.
135.	New Zealand	Battery pack	419998	419998	Issued.	Mophie, Inc.
136.	New Zealand	Battery pack	419999	419999	Issued.	Mophie, Inc.
137.	New Zealand	Battery pack	420000	420000	Issued.	Mophie, Inc.
138.	United States	Case for a mobile electronic device	US 29/539,419	US D855,601	Issued.	Mophie, Inc.
139.	United States	Case for a mobile electronic device	US 29/510,154	US D797092	Issued.	Mophie, Inc.
140.	Australia	Case for a mobile electronic device	201512656	AU 363546	Issued.	Mophie, Inc.
141.	Europe	Case for a mobile electronic device	002703983-0001	002703983-0001	Issued.	Mophie, Inc.
142.	Europe	Case for a mobile electronic device	002703983-0002	002703983-0002	Issued.	Mophie, Inc.
143.	Europe	Case for a mobile electronic device	002703983-0003	002703983-0003	Issued.	Mophie, Inc.
144.	Europe	Case for a mobile electronic device	002703983-0004	002703983-0004	Issued.	Mophie, Inc.
145.	Hong Kong	Case for a mobile electronic device	1501108.7M001	1501108.7M001	Issued.	Mophie, Inc.
146.	Hong Kong	Case for a mobile electronic device	1501108.7M002	1501108.7M002	Issued.	Mophie, Inc.
147.	United States	Case for a mobile electronic device	US 29/510,153	US D797091	Issued.	Mophie, Inc.
148.	Australia	Case for a mobile electronic device	201512655	363545	Issued.	Mophie, Inc.
149.	Europe	Case for a mobile electronic device	002704023-0001	002704023-0001	Issued.	Mophie, Inc.
150.	Europe	Case for a mobile electronic device	002704023-0002	002704023-0002	Issued.	Mophie, Inc.
151.	Europe	Case for a mobile electronic device	002704023-0003	002704023-0003	Issued.	Mophie, Inc.
152.	Europe	Case for a mobile electronic device	002704023-0004	002704023-0004	Issued.	Mophie, Inc.

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³ A decision was made to allow both patents assigned to Ke Chenggang to lapse and thus the applicant name was not updated to reflect the Company.

No.	Country / Jurisdiction	Title	App. No.	Patent No.	Status	Recorded Assignee
153.	Hong Kong	Case for a mobile electronic device	1501107.5M001	1501107.5M001	Issued.	Mophie, Inc.
154.	Hong Kong	Case for a mobile electronic device	1501107.5M002	1501107.5M002	Issued.	Mophie, Inc.
155.	United States	Protective battery case	US 29/522,987	US D766,819	Issued.	Mophie, Inc.
156.	Australia	Protective battery case	201515109	364778	Issued.	Mophie, Inc.
157.	China	Electronic device case	ZL201530387807.0	ZL201530387807.0	Issued.	Mophie, Inc.
158.	Europe	Protective battery case	002811869-0001	002811869-0001	Issued.	Mophie, Inc.
159.	Europe	Protective battery case	002811869-0002	002811869-0002	Issued.	Mophie, Inc.
160.	United States	Case for a mobile electronic device	US 29/510,839	US D797093	Issued	Mophie, Inc.
161.	Australia	Case for a mobile electronic device	201512685	363592	Issued.	Mophie, Inc.
162.	Europe	Case for a mobile electronic device	002704155-0001	002704155-0001	Issued.	Mophie, Inc.
163.	Europe	Case for a mobile electronic device	002704155-0002	002704155-0002	Issued.	Mophie, Inc.
164.	Europe	Case for a mobile electronic device	002704155-0003	002704155-0003	Issued.	Mophie, Inc.
165.	Europe	Case for a mobile electronic device	002704155-0004	002704155-0004	Issued.	Mophie, Inc.
166.	Hong Kong	Case for a mobile electronic device	1501109.9M001	1501109.9M001	Issued.	Mophie, Inc.
167.	Hong Kong	Case for a mobile electronic device	1501109.9M002	1501109.9M002	Issued.	Mophie, Inc.
168.	United States	Battery case	US 29/523,211	US D767,485	Issued.	Mophie, Inc.
169.	China	Electronic device case	201530387623.4	201530387623.4	Issued.	Mophie, Inc.
170.	United States	Watch dock	US 29/522,528	US D762,650	Issued.	Mophie, Inc.
171.	United States	Battery case	US 29/523,209	US D847,126	Issued	Mophie, Inc.
172.	China	Electronic device case	ZL 201530387706.3	ZL 201530387706.3	Issued.	Mophie, Inc.
173.	United States	Protective battery case	US 29/528,266	US D861,653	Issued.	Mophie, Inc.
174.	China	Protective battery case	ZL201530461741.5	ZL201530461741.5	Issued.	Mophie, Inc.
175.	Europe	Battery boxes for portable telephones	002870261-0001	002870261-0001	Issued.	Mophie, Inc.
176.	Europe	Battery boxes for portable telephones	002870261-0002	002870261-0002	Issued.	Mophie, Inc.
177.	United States	Case for a mobile electronic device	US 29/556,805	US D861,654	Issued.	Mophie Inc.
178.	United States	Case for a mobile electronic device	US 29/556,807	US D860,179	Issued.	Mophie Inc.
179.	United States	Case for a mobile electronic device	US 29/68,2972		Pending.	Mophie, Inc.
180.	United States	Desktop mount for a mobile electronic device	29/566,415	US D792,415	Issued	Mophie Inc.
181.	United States	Vehicle mount for a mobile electronic device	29/566,416	US D792,416	Issued	Mophie Inc.
182.	United States	Electronic device mount	US 29/632,207	US D859,393	Issued.	Mophie Inc.
183.	United States	Mount for electronic device	US 29/654,350	US D873,260	Issued.	Mophie Inc.
184.	United States	Mount for electronic device	US 29/654,363	US D 873,272	Issued.	Mophie Inc.
185.	United States	Case for a mobile electronic device	US 29/668,770		Pending.	Mophie Inc.
186.	United States	Case for a mobile electronic device	US 29/668,769		Pending.	Mophie Inc.
187.	United States	Case for a mobile electronic device	US 26/668,774		Pending.	Mophie Inc.
188.	United States	Case for a mobile electronic device	US 26/668,766		Pending.	Mophie Inc.
189.	United States	Case for a mobile electronic device	US 29/675,984		Pending	Mophie Inc.
190.	United States	Battery pack	US 29/675,990		Pending.	Mophie Inc.
191.	United States	Battery pack	US 29/542,800	US D803,775	Issued.	Mophie Inc. ⁴

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⁴ No assignment recorded for Changeun Kim.

No.	Country / Jurisdiction	Title	App. No.	Patent No.	Status	Recorded Assignee
192.	United States	Battery pack	US 29/542,801	US D806,015	Issued.	Mophie Inc. ⁵
193.	Germany	Portable charging device	20201.5002577.3	20201.5002577.3	Issued.	Mophie Inc.

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⁵ No assignment recorded for Changeun Kim.

US-DOC/SU18632531.3

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF FEBRUARY 22, 2021, EXECUTED BY MOPHIE INC., A CALIFORNIA CORPORATION (THE "PLEDGOR"), IN FAVOR OF LYNX HOLDINGS V, LLC, A TEXAS LIMITED LIABILITY COMPANY, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED, THAT THE ADMINISTRATIVE AGENT IS ENTITLED TO TAKE POSSESSION OF THE COLLATERAL UNDER THE INTERCREDITOR AGREEMENT, AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

LYNX HOLDINGS V, LLC
as the Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, MOPHIE INC., a California corporation (the “Pledgor”), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of February 22, 2021 (as the same may from time to time be amended, restated or otherwise modified, the “Agreement”), in favor of Lynx Holdings V, LLC, a Texas limited liability company, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the “Administrative Agent”), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent’s election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor’s existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the “Collateral”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the

Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____.

MOPHIE INC.

By: _____
Daniel Allen
President and Secretary

Signature Page to
Assignment

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RECORDED: 02/23/2021

**TRADEMARK
REEL: 007228 FRAME: 0657**