

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massdrop Inc.		04/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Multiplier Capital II, LP		
Street Address:	1920 L Street NW, Suite 550		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	90159778	HOLY PANDA	
Serial Number:	88509999	SHIFT	
Registration Number:	6011020	CTRL	
Registration Number:	5939494	DROP	
Registration Number:	5939493	D	
Registration Number:	5813345	ALT	
Serial Number:	87882109	D	
Serial Number:	87882088	D	
Serial Number:	87882074	D	
Serial Number:	87869318	DROP	
Serial Number:	87869322	DROP	
Serial Number:	87882125	D	
Serial Number:	87882116	D	
Serial Number:	87882112	D	
Serial Number:	87882106	D	
Serial Number:	87882099	D	
Serial Number:	87882097	D	
Serial Number:	87869351	DROP	
Serial Number:	87869348	DROP	

OP \$665.00 90159778

Property Type	Number	Word Mark
Serial Number:	87869339	DROP
Serial Number:	87869333	DROP
Serial Number:	87869325	DROP
Registration Number:	5991769	D
Registration Number:	5858299	D
Registration Number:	5777027	DROP
Registration Number:	5777026	DROP

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1364535
NAME OF SUBMITTER:	Robin Dunn
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	04/28/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 23, 2021 by and between **Multiplier Capital II, LP** ("Multiplier") and **Massdrop Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated April 23, 2021 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[signatures on next page]

Address of Grantor:

1390 Market Street, Suite 200
San Francisco, CA 94102

MASSDROP INC.

By: Tony Menegutti
Title: CFD

Address of Multiplier:

1920 L Street NW, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By: _____
Title: _____

[Signature Page—Intellectual Property Security Agreement]

Address of Grantor:

1390 Market Street, Suite 200
San Francisco, CA 94102

MASSDROP INC.

By: _____
Title: _____

Address of Multiplier:

1920 L Street NW, Suite 550
Washington, DC 20036

MULTIPLIER CAPITAL II, LP

By: Multiplier Capital II GP, LLC,
Its General Partner

By: 
Title: Managing Member

[Signature Page---Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HOLY PANDA	90159778	09/04/20
SHIFT	88509999	07/11/19
CTRL	88258658	01/11/19
	6011020	03/17/20
DROP	88146840	10/08/18
	5939494	12/17/19
D	88146833	10/08/18
	5939493	12/17/19
ALT	88258663	01/11/19
	5813345	07/23/19
D	87882109	04/18/18
D	87882088	04/18/18
D	87882074	04/18/18
DROP	87869318	04/09/18
DROP	87869322	04/09/18
D	87882125	04/18/18
D	87882116	04/18/18
D	87882112	04/18/18
D	87882106	04/18/18
D	87882099	04/18/18
D	87882097	04/18/18
DROP	87869351	04/09/18
DROP	87869348	04/09/18
DROP	87869339	04/09/18
DROP	87869333	04/09/18
DROP	87869325	04/09/19
D	87882131	04/18/18
	5991769	02/18/20
D	87882128	04/18/18
	5858299	09/10/19

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DROP	87869359	04/09/18
	5777027	06/11/19
DROP	87869358	04/09/18
	5777026	06/11/19

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Filing/ Application Date</u>
Keyboard switch with a cam having a curved profile to promote a smooth tactile response	10,102,987	10/16/18
	15/596,488	05/16/17

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		