

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPER73, INC.		04/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
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:	2125046666		
<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>			
Phone:	2125046000		
Email:	jennifer.chick@cwt.com		
Correspondent Name:	Cadwalader, Wickersham & Taft LLP		
Address Line 1:	200 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	90717.027		
NAME OF SUBMITTER:	Jennifer A. Chick		

CH \$215.00 5256081

SIGNATURE:	/Jennifer A. Chick/
DATE SIGNED:	05/05/2021
Total Attachments: 13 source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page1.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page2.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page3.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page4.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page5.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page6.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page7.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page8.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page9.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page10.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page11.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page12.tif source=SVB_Super73_Intellectual_Property_Security_Agreement_90717027#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of April 28, 2021 by and between SILICON VALLEY BANK, a California corporation (“**Bank**”), and SUPER73, INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank 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 or 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 and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of 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, extensions, 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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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.

4. 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 Bank 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.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or 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.

DocuSigned by:
By: LeGrand Crewse
LeGrand Crewse
President/CEO

BANK:

SILICON VALLEY BANK

DocuSigned by:
By: Kadie Sobel
Kadie Sobel
Managing Director

EXHIBIT A

Copyrights

N/A

EXHIBIT B

Patents

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: *CHAIN STAY*

Serial No.: 29/655,277

File Date: July 2, 2018

Docket No.: SYCR0167 **ALLOWED**

Title: *VEHICLE FRONT END*

Serial No.: 29/655,282

File Date: July 2, 2018

Docket No.: SYCR0168

PENDING

Title: *VEHICLE FRAME*

Serial No.: 29/655,285

File Date: July 2, 2018

Docket No.: SYCR0169

ALLOWED

Title: *VEHICLE HEAD TUBE*

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. N/A Reg. No. 5256081	Registered August 1, 2017	Super73, Inc.
SUPER73 (one word)	Appl. No. N/A Reg. No. 5762248	Filed October 9, 2018 Registered May 28, 2019	Super73, Inc.
SUPER SQUAD	Appl. No. 88/107,526 Reg. No. 5,882,214	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	Appl/Reg. No.	Filing/Reg. Date	Owner
	Appl. No. 90314045 Reg. No. N/A	Filed November 11, 2021	Super73, Inc.
///SUPER73	Appl. No. 90/311,428 Reg. No. N/A	Filed November 10, 2021	Super73, Inc.

EXHIBIT D

Mask Works

N/A