

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648765

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grin Technologies Inc.		05/05/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ESCALATE CAPITAL IV, LP		
<b>Street Address:</b>	6300 Bridgepoint Parkway		
<b>Internal Address:</b>	Building 1, Suite 480		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78730		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5212194	GRIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	lvincent@mcguirewoods.com		
<b>Correspondent Name:</b>	Stephanie A. Martinez		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 2:</b>	#1800		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Stephanie Martinez		
<b>SIGNATURE:</b>	/Stephanie Martinez/		
<b>DATE SIGNED:</b>	05/21/2021		
<b>Total Attachments: 6</b>			
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OP \$40.00 5212194



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 5, 2021 by and between GRIN TECHNOLOGIES INC., a Delaware corporation (“*Borrower*”), and ESCALATE CAPITAL IV, LP, a Delaware limited partnership (“*Lender*”).

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the “*Loan Agreement*”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Signature pages 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.

Address of Borrower:

400 Capitol Mall, Floor 9  
Sacramento, CA 95814

**BORROWER:**

GRIN TECHNOLOGIES INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Brandon Brown

Title: Chief Executive Officer

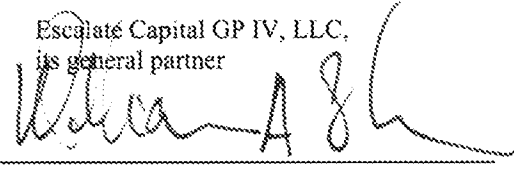
Address of Lender:

6300 Bridgepoint Parkway  
Building 1, Suite 480  
Austin, TX 78730

**LENDER:**

ESCALATE CAPITAL IV, LP,  
a Delaware limited partnership

By: Escalate Capital GP IV, LLC,  
its general partner

By:   
Name: William A. Schell  
Title: Manager/Member

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(GRIN TECHNOLOGIES)  
Signature Page

**TRADEMARK**  
**REEL: 007303 FRAME: 0136**

SCHEDULE A  
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHEDULE B  
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

SCHEDULE C  
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GRIN	5,212,194	May 30, 2017