

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5059605

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ROBOKIND, LLC F/K/A HANSON ROBOKIND AND INTELLIGENT ROBOTS, LLC	07/19/2018
RECEIVING PARTY DATA	
Name:	TPEG ROBOKIND INVESTORS, LLC
Street Address:	925 KIMBALL AVENUE
Internal Address:	SUITE 100
City:	SOUTHLAKE
State/Country:	TEXAS
Postal Code:	76092
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9796095
Application Number:	14214577
Patent Number:	8594839
Patent Number:	7113848
CORRESPONDENCE DATA	
Fax Number:	
<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:	5123916177
Email:	jray@munsch.com
Correspondent Name:	JAMES RAY
Address Line 1:	303 COLORADO STREET
Address Line 2:	SUITE 2600
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	014392.5
NAME OF SUBMITTER:	JAMES RAY
SIGNATURE:	/james ray/
DATE SIGNED:	07/20/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this Patent Security Agreement) is made this 19th day of July, 2018, by and between **ROBOKIND LLC**, f/k/a Hanson Robokind and Intelligent Robots, LLC, a Texas limited liability company (herein called the "Borrower") in favor of **TPEG ROBOKIND INVESTORS, LLC**, a Texas limited liability company ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between Borrower and Lender, the Borrower is required to execute and deliver to Lender, this recordable Patent Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained in the Security Agreement and related loan documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Borrower hereby grants to Lender, a continuing security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of such Borrower's Patents and Intellectual Property Licenses pertaining to Patents to which it is a party, including without limitation those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. REPRESENTATIONS AND WARRANTIES. In addition to all of the other representations and warranties set forth in the Security Agreement which relate to Patents and Intellectual Property Licenses pertaining to Patents, Borrower represents and warrants that (a) the information included in Schedule I hereto is true, correct, and complete in all respects as of the date hereof, and (b) with respect to any amendments, supplements or replacements of Schedule I delivered by Borrower after the date hereof or information supplied to Lender for purposes of Section 6 hereto, such amendments, supplements, replacements and information shall be true, correct, and complete in all respects on the date or dates submitted to Lender.

4. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter, subject to the terms and conditions of the Security Agreement. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrower to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrower.

5. SECURITY AGREEMENT. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with and in confirmation of the security interests granted to Lender in the Patent Collateral and all other Collateral pursuant to the Security Agreement. Borrower confirms and acknowledges that the scope of the Collateral securing the Obligations is broader than the Patent Collateral and that nothing herein is intended to limit or narrow the scope of the Collateral set forth in the Security Agreement. Borrower also hereby acknowledges and affirms the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby and all other Collateral as more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. AUTHORIZATION TO SUPPLEMENT. Borrower shall give Lender prompt notice in writing of any additional United States Patent registrations or applications therefor after the date hereof. Borrower hereby authorizes Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any future United States registered Patents, Patent applications or provisional Patent filings therefor of Borrower. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Patent Collateral, whether or not listed on Schedule I, or any other Collateral.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any of the other loan documents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission, pdf format, or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations or other obligations which survive termination of the Security Agreement. Any reference herein to any entity shall be construed to include such entity's successors and assigns, subject to restrictions on assignment as set forth in the Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Borrower has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROBOKIND LLC,
a Texas limited liability company

By: [Signature]
Name: Fred Margolin
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

TPEG ROBOKIND INVESTORS, LLC.,
a Texas limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Borrower has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROBOKIND LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

TPEG ROBOKIND INVESTORS, LLC.,
a Texas limited liability company

By:  _____

Name: Sanjay Chandra

Title: President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

See attached.

Patents

Title	System and Method for Controlling Intelligent Animated Characters
Registrar	United States Patent and Trademark Office
Patent No.	9,796,095
Issue Date	October 24, 2017
Inventors	Hanson, David Hauser, Robert
Assignee	Hanson Robokind and Intelligent Bots, LLC

Patent Applications

Title	System and Method for Controlling Behavior of a Robotic Character
Registrar	United States Patent and Trademark Office
Application No.	14/214577
Status	Published, but not issued
Priority Date	March 14, 2013
Inventors	Baurmann, Stuart Stevenson, Matthew
Assignee	Hanson Robokind and Intelligent Bots, LLC

Patent Licenses

Title	Human emulation robot system
Registrar	United States Patent and Trademark Office
Patent No.	8,594,839
Issue Date	November 26, 2013
Inventor	Hanson, David F.
Assignee	N/A

Title	Human emulation robot system
Registrar	United States Patent and Trademark Office
Patent No.	7,113,848
Issue Date	September 26, 2006
Inventor	Hanson, David F.
Assignee	Hanson Robotics, Inc.

PATENT SECURITY AGREEMENT

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RECORDED: 07/20/2018

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