

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5235188

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TOURMALINE LABS, INC.	09/05/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CLEARVISION EQUITY PARTNERS, LLC
<b>Street Address:</b>	4320 LA JOLLA VILLAGE DRIVE, #200
<b>City:</b>	SAN DIEGO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92122
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9305317
<b>Patent Number:</b>	9306323
<b>PCT Number:</b>	US2018046938
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(619)704-0301
<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>Phone:</b>	(619) 704-0410
<b>Email:</b>	jamie@calcounselgroup.com
<b>Correspondent Name:</b>	JAMIE R. NORRDIN
<b>Address Line 1:</b>	5055 NORTH HARBOR DRIVE SUITE 300
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92106
<b>NAME OF SUBMITTER:</b>	JAMIE R. NORRDIN
<b>SIGNATURE:</b>	/s/Jamie R. Norrdin
<b>DATE SIGNED:</b>	11/13/2018
<b>Total Attachments: 5</b>	
source=2018-11-09 - CVEP - Tourmaline Labs - USPTO - Patent Security Agreement#page1.tif	
source=2018-11-09 - CVEP - Tourmaline Labs - USPTO - Patent Security Agreement#page2.tif	
source=2018-11-09 - CVEP - Tourmaline Labs - USPTO - Patent Security Agreement#page3.tif	
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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "**Agreement**"), dated as of September 5, 2018 (the "**Effective Date**"), is made and entered into by and between Tourmaline Labs, Inc., a Delaware corporation ("**Grantor**"), and Clear Vision Equity Partners, LLC, a Delaware limited liability company ("**Collateral Agent**"), on behalf of the secured parties (the "**Secured Parties**") to that certain Security Agreement, dated as of May 18, 2018, by and among Grantor, Collateral Agent and the other parties thereto, as amended by that certain Amended and Restated Security Agreement, dated as of September 5, 2018 (the "**Security Agreement**"), by and among Grantor, Collateral Agent and the other parties thereto. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Security Agreement.

WHEREAS, Grantor has entered into that certain Note Purchase Agreement, dated as of May 18, 2018, by and among Grantor, Collateral Agent and the other parties thereto, as amended by that certain First Amended and Restated Note Purchase Agreement, dated as of September 5, 2018 (the "**Purchase Agreement**"), by and among Grantor, Collateral Agent and the other parties thereto;

WHEREAS, as a condition precedent to the making of the Loans by the Secured Parties under the Purchase Agreement, Grantor has executed and delivered to Collateral Agent and the Secured Parties the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title, and interest in, to and under the following (collectively, the "**Patent Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 attached hereto and all reissues, divisions, continuations, renewals, continuations-in-part, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) any and all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all income, royalties, fees, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the

right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by the Collateral Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Patent Collateral are as provided by the Purchase Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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 format (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

6. 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, each of the parties have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

GRANTOR:

TOURMALINE LABS, INC.

By: 

Name: Marc Brungger

Title: Chief Executive Officer

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

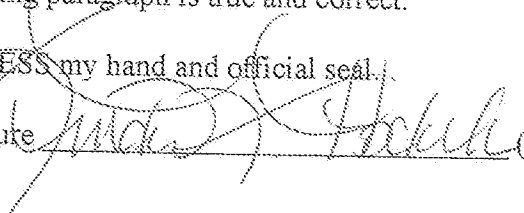
State of California  
County of San Diego)

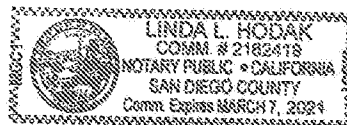
On October 18, 2018 before me, Linda L. Hodak, Notary Public  
(insert name and title of the officer)

personally appeared Marc Brungger  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



IN WITNESS WHEREOF, each of the parties have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.

COLLATERAL AGENT:

CLEARVISION EQUITY PARTNERS, LLC

By:   
Name: Mitch Patridge  
Title: Founder and Managing Partner

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego)

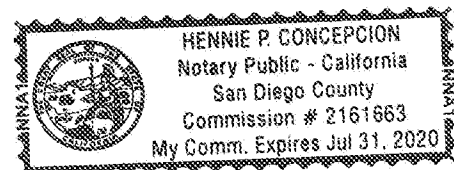
On November 2, 2018 before me, Hennie P. Concepcion, Notary Public —  
(insert name and title of the officer)

personally appeared — mitch Patridge —  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SCHEDULE 1

PATENTS

PATENTS

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]
Systems and methods for collecting and transmitting telematics data from a mobile device.	US	US9305317B2	2016-04-05	Tourmaline Labs, Inc
Systems and methods for estimating movements of a vehicle using a mobile device	US	US9360323B2	2016-06-07	Tourmaline Labs, Inc

PATENT APPLICATIONS

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]
SYSTEM AND METHODS FOR RELATIVE DRIVER SCORING USING CONTEXTUAL ANALYTICS	US	PCT/US2018/0 46938	August 17, 2018	Tourmaline Labs, Inc.

PATENT

RECORDED: 11/13/2018

REEL: 047488 FRAME: 0547