

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5461457

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED PATENT SECURITY AGREEMENT	
<b>SEQUENCE:</b>	3	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
JETSMARTER INC.		04/03/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CASCADE GP, LLC	
<b>Street Address:</b>	233 WILSHIRE BLVD., SUITE 800	
<b>City:</b>	SANTA MONICA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	90401	
<b>PROPERTY NUMBERS Total: 15</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	15916102	
Application Number:	29639803	
Application Number:	29639807	
Application Number:	29369800	
Application Number:	29639810	
Application Number:	29639797	
Application Number:	15922612	
Application Number:	15941957	
Application Number:	15942037	
Application Number:	15963950	
Application Number:	15966625	
Application Number:	15968478	
Application Number:	15968431	
Application Number:	16106227	
Application Number:	62771788	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)842-7899	
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.		

PATENT

**Phone:** 202-842-7800  
**Email:** kbaird@cooley.com  
**Correspondent Name:** DANIEL THOMPSON, COOLEY LLP  
**Address Line 1:** 1299 PENNSYLVANIA AVENUE, NW  
**Address Line 2:** SUITE 700  
**Address Line 4:** WASHINGTON, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	332739-105
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<b>NAME OF SUBMITTER:</b>	KILSY D BAIRD
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<b>SIGNATURE:</b>	/Kilsy Baird/
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<b>DATE SIGNED:</b>	04/05/2019
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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**Total Attachments: 7**

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source=3-JetSmarter - A&R Patent Security Agreement (2018 Bridge Notes)#page2.tif  
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## **AMENDED AND RESTATED PATENT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, the “Patent Security Agreement”) is entered into as of April 3, 2019 by and between (i) JetSmarter Inc., a Delaware corporation (“Grantor”), and (ii) Cascade GP, LLC (“Agent”).

### **W I T N E S S E T H:**

WHEREAS, JetSmarter Holdings, Inc., a Delaware corporation (the “Company”), the Grantor, the Purchasers identified therein, the other parties thereto from time to time and Agent entered into the Note Purchase Agreement, dated as of April 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which the Company issued certain secured convertible promissory notes (the “Notes”);

WHEREAS, the Grantor and Agent entered into the Security Agreement, dated as of April 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), in order to induce the Purchasers to purchase the Notes and to secure the Obligations;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Agent that certain Patent Security Agreement dated as of April 16, 2018 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Patent Security Agreement”), pursuant to which Grantor has granted to Agent a Lien upon all of its rights, title and interest in, to and under the Patent Collateral (as defined therein); and

WHEREAS, Grantor and Agent have agreed to amend and restate in its entirety the Existing Patent Security Agreement pursuant to this Patent Security Agreement, it being their intention that this Patent Security Agreement shall not be construed as constituting a release of any prior grant of any security interest under the Existing Patent Security Agreement by Grantor in favor of Agent, but is intended to constitute a restatement and reconfirmation of the prior grant in favor of Agent.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor does hereby unconditionally grant, assign, and pledge to Agent, and agrees to unconditionally grant, assign, and pledge to Agent, for its benefit and the benefit of each of the Noteholders, to secure the Obligations, as applicable, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of Grantor’s entire right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of Grantor’s Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all applications, improvements, divisionals, continuations, continuations-in-part,

reissues, reexaminations, or extensions of the foregoing, foreign counterparts, and the inventions covered thereby;

(c) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing, and all rights of action pertaining to Grantor's Patents; and

(d) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. 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 Grantor, or any of them, to Agent, or the Noteholders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any improvement, divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, or any inventions covered thereby, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Note Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.16, 8.17 AND 8.18

OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**JETSMARTER INC.**

By:



Name: Sergey Petrossov  
Title: Chief Executive Officer

Address: 500 East Broward Blvd.  
Suite 1900  
Fort Lauderdale, Florida 33394

IN WITNESS WHEREOF, the Grantors and the Agent have executed this Patent Security Agreement as of the date first above written.

**AGENT:**

**CASCADE GP, LLC**

By: Behdad Eghbali

Name: Behdad Eghbali  
Title: Co-President

Address: 233 Wilshire Blvd., Suite 800  
Santa Monica, CA 90401

**SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT**

**Patents**

<b>Title</b>	<b>Territory</b>	<b>Date of Filing</b>	<b>Application No. Patent (or Publication) No.</b>	<b>Status</b>	<b>Owner</b>
CLIENT CREATION OF CONDITIONAL SEGMENTS	United States of America	3/8/2018	15/916,102	Pending	JetSmarter Inc.
CLIENT CREATION OF CONDITIONAL SEGMENTS	WIPO	1/28/2019	PCT/US19/15370	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH A COMPUTER ICON	United States of America	3/8/2018	29/639,803	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	United States of America	3/8/2018	29/639,807	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	United States of America	3/8/2018	29/639,800	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH A COMPUTER ICON	United States of America	3/8/2018	29/639,810	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	United States of America	3/8/2018	29/639,797	Pending	JetSmarter Inc.
OPTIMIZING CLIENT-INITIATED SEGMENT CREATION	United States of America	3/15/2018	15/922,612	Pending	JetSmarter Inc.
SELECTIVELY PROCESSING DATA BASED ON THE TYPE OF DATA AVAILABLE	United States of America	3/30/2018	15/941,957	Pending	JetSmarter Inc.
REDUCING LATENCY USING PRE-AGGREGATION DATA PROCESSING TECHNIQUES	United States of America	3/30/2018	15/942,037	Pending	JetSmarter Inc.
REDUCING LATENCY USING PRE-AGGREGATION DATA PROCESSING TECHNIQUES	WIPO	1/29/2019	PCT/US19/15521	Pending	JetSmarter Inc.
OPTIMIZING SEGMENT CREATION	United States of America	4/26/2018	15/963,950	Pending	JetSmarter Inc.
DYNAMIC SEGMENT ACCESS OPTIMIZATION	United States of America	4/30/2018	15/966,625	Pending	JetSmarter Inc.
CLIENT CREATION OF SHARED SEGMENTS	United States of America	5/1/2018	15/968,478	Pending	JetSmarter Inc.
OPTIMIZING NOTIFICATION TRANSMISSION	United States of America	5/1/2018	15/968,431	Pending	JetSmarter Inc.
CLIENT CREATION OF SHARED SEGMENTS	Canada	7/10/2018	3010927	Pending	JetSmarter Inc.
OPTIMIZING INTERFACES FOR MOBILE DEVICES	United States of America	8/21/2018	16/106,227	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH A COMPUTER ICON	Canada	9/10/2018	183457	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH A COMPUTER ICON	European Union	9/10/2018	5635422-0001	Issued	JetSmarter Inc.



<b>Title</b>	<b>Territory</b>	<b>Date of Filing</b>	<b>Application No. Patent (or Publication) No.</b>	<b>Status</b>	<b>Owner</b>
DISPLAY PANEL PORTION WITH A COMPUTER ICON	European Union	9/10/2018	5635422-0006	Issued	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	Canada	9/10/2018	183456	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	European Union	9/10/2018	5635422-0002	Issued	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	European Union	9/10/2018	5635422-0007	Issued	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	Canada	9/10/2018	183455	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	European Union	9/10/2018	5635422-0003	Issued	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	European Union	9/10/2018	5635422-0008	Issued	JetSmarter Inc.
DISPLAY PANEL PORTION WITH A COMPUTER ICON	Canada	9/10/2018	183454	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH A COMPUTER ICON	European Union	9/10/2018	5635422-0004	Issued	JetSmarter Inc.
DISPLAY PANEL PORTION WITH A COMPUTER ICON	European Union	9/10/2018	5635422-0009	Issued	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	Canada	9/10/2018	183453	Pending	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	European Union	9/10/2018	5635422-0005	Issued	JetSmarter Inc.
DISPLAY PANEL PORTION WITH AN ANIMATED COMPUTER ICON	European Union	9/10/2018	5635422-0010	Issued	JetSmarter Inc.
OPTIMIZING INTERFACES FOR MOBILE DEVICES	Canada	10/30/2018	3022590	Pending	JetSmarter Inc.
SHARED FLIGHT MARKETPLACE	United States of America	11/27/2018	62/771,788	Pending	JetSmarter Inc.
OPTIMIZING CLIENT-INITIATED SEGMENT CREATION	WIPO	3/11/2019	PCT/US19/21554	Pending	JetSmarter Inc.