

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5470454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BOLD LIMITED	04/11/2019
RECEIVING PARTY DATA	
Name:	HSBC BANK USA, NATIONAL ASSOCIATION
Street Address:	452 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62768360
Application Number:	14317932
Patent Number:	D762231
CORRESPONDENCE DATA	
Fax Number:	(215)851-1420
<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:	212-549-0288
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Correspondent Name:	CONSTANTIN SOURIS, REED SMITH LLP
Address Line 1:	599 LEXINGTON AVENUE
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ATTORNEY DOCKET NUMBER:	837822.20111
NAME OF SUBMITTER:	CONSTANTIN SOURIS
SIGNATURE:	/Constantin Souris/
DATE SIGNED:	04/11/2019
Total Attachments: 4	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April 11, 2019, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors"), in favor of HSBC Bank USA, National Association (the "Lender" and together with Affiliates of the Lender, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, dated as of the date hereof (the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Lender, the Grantors are required to execute and deliver this Agreement.

Accordingly, the Grantors and the Lender agree as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Lender, for the ratable benefit of the Secured Parties, as hereinafter provided a security interest in all of such Grantor's right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by such Grantor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 1 being collectively referred to herein as "Collateral"):

(a) each Patent, including, without limitation, each United States Patent or patent application referred to on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Patent owned by such Grantor (including, without limitation, any United States Patent identified in Schedule A hereto).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Secured Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.


SECTION 6. Governing Law. This Agreement shall become effective when it shall have been executed by the Grantors and the Lender and thereafter shall be binding upon and inure to the benefit of the Grantors, the Lender, for the ratable benefit of the Secured Parties, and their respective successors and assigns. This Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof. To the extent any of the terms or provisions of this Agreement conflict with those contained in the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 7. Severability; Headings. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Section headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

BOLD LIMITED

By: 
Name: Ishmael Chawla
Title: Authorized Signatory

SCHEDULE A
TO
PATENT SECURITY AGREEMENT

Patents

Registered Owner	Title	Country	Application No. or Publication No.	Inventor(s)	Expiration Date	Status (including maintenance fee status)
BOLD LIMITED	ADAPTIVE AUTOFILL SYSTEMS AND METHODS	UNITED STATES	62/768,360	John Magdziarz		PENDING
BOLD LIMITED	CONCEPTS FOR REPLENISHING SUPPLIES AND DEMAND DRIVEN ADVERTISING	UNITED STATES	14/317,932	Brent Andrew Pearson		PENDING
BOLD LIMITED	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	UNITED STATES	D762,231	Brent Andrew Pearson	07/26/2030	ISSUED

Schedules Patent Security Agreement