

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5483188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LOCOMOBI WORLD, INC.	04/08/2019
RECEIVING PARTY DATA	
Name:	WINDSAIL CAPITAL FUND, L.P.
Street Address:	133 FEDERAL STREET
Internal Address:	12TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9031868
Patent Number:	9286733
Application Number:	62036086
Application Number:	14823811
Application Number:	62688832
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>	
Email:	stokesb@gtlaw.com
Correspondent Name:	BETHANY STOKES
Address Line 1:	GREENBERG TRAURIG, LLP
Address Line 2:	ONE INTERNATIONAL PLACE, SUITE 2000
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	143463.010200
NAME OF SUBMITTER:	BETHANY A. STOKES
SIGNATURE:	/Bethany A. Stokes/
DATE SIGNED:	04/19/2019
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement") is entered into as of April 8, 2019 by and between (i) WINDSAIL CAPITAL FUND, L.P., as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement (defined herein)) (the "Agent"), and (ii) LOCOMOBI WORLD, INC., a Delaware corporation (the "Grantor").

RECITALS

A. The Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit and Security Agreement by and among the Agent, the Lenders party thereto, the Grantor and the other Loan Parties party thereto dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Agent and Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Patents (as defined below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

a) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");

b) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

c) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

d) All licenses or other rights to use any of the Patents and all license fees and royalties arising from such use to the extent permitted by such license or right;

e) All amendments, extensions, renewals and extensions of any of the Patents;
and

f) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the United States Patent and Trademark Office, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent and Lenders with respect to the Intellectual Property Collateral are as provided by the Credit 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 (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 will 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page 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.

GRANTOR:
LOCOMOBI WORLD, INC.



By: _____

Name: Grant Furlane

Title: President

AGENT:
WINDSAIL CAPITAL FUND, L.P.
By: WindSail GP, LLC, its General Partner

By: _____

Name: Michael Rand

Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:
LOCOMOBI WORLD, INC.

By: _____
Name: Grant Furlane
Title: President

AGENT:
WINDSAIL CAPITAL FUND, L.P.
By: WindSail GP, LLC, its General
Partner

By: Michael Rand
Name: Michael Rand
Title: Managing Director

[Signature Page to Patent Security Agreement]

EXHIBIT A

Patents

United States:

Country	Application No.	Filing Date	Patent No.	Issue Date	Description
US	13/066,359	04/12/2011	9,031,868	05/12/2015	Parking payment systems
U.S. CIP	13/528,592	06/20/2012	9,286,733	03/15/2016	Location based systems for entry and exit
U.S. Prov	62/036,086	08/11/2014			Bluetooth Gate Kit
US	14/823,811	8/11/2015	N/A	N/A	Automated Facility Access and Payment Processing Systems and Methods
US	62/688,832	6/22/2018			Automated Vehicle Pass

Foreign:

Country	Application No.	Filing Date	Patent No.	Issue Date	Description
Australia	2011240614	04/12/2011	2011240614	11/13/2014	Parking payment systems
Australia CIP	2012316064	09/26/2012			Parking payment systems
Canada	2,796,236	04/12/2011			Parking payment systems
Canada CIP	2,853,559	09/26/2012			Parking payment systems
Europe	11769472.9	04/12/2011			Parking payment systems
Europe CIP	12834863.8	09/26/2012			Parking payment systems