

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5491496

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MORTGAGE
CONVEYING PARTY DATA	
Name	Execution Date
SECURELYSHARE SOFTWARE PRIVATE LIMITED	04/01/2019
RECEIVING PARTY DATA	
Name:	TECHNOLOGY DEVELOPMENT BOARD
Street Address:	MINISTRY OF SCIENCE & TECHNOLOGY GOVT. OF INDIA
Internal Address:	WING-A, GROUND FLOOR VISHWAKARMA BHAWAN
City:	NEW DELHI
State/Country:	INDIA
Postal Code:	110016
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9571469
Patent Number:	9118660
Patent Number:	8909925
Patent Number:	9015483
Patent Number:	9124641
Patent Number:	8806200
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:	9880923655
Email:	prakash@securelyshare.com
Correspondent Name:	PRAKASH BASKARAN
Address Line 1:	179 ADARSHVISTA
Address Line 2:	BASAVANGAR MAIN ROAD VIBUTHIPURA
Address Line 4:	BANGALORE, INDIA 560037
NAME OF SUBMITTER:	PRAKASH BASKARAN
SIGNATURE:	/Prakash/
DATE SIGNED:	04/25/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	

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Total Attachments: 7

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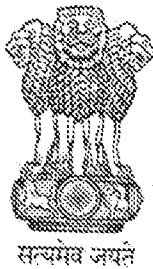
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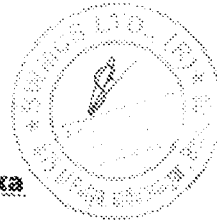
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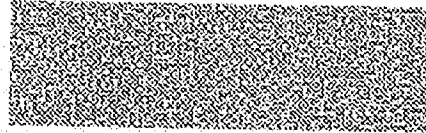
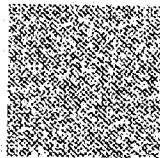
INDIA NON JUDICIAL

Government of Karnataka



e-Stamp

Certificate No. : IN-KA85919227727348R
Certificate Issued Date : 01-Apr-2019 01:24 PM
Account Reference : NONACC (FI)/ kacrsf108/ INDIRA NAGAR1/ KA-BA
Unique Doc. Reference : SUBIN-KAKACHSFL0802453760604363R
Purchased by : SECURELY SHARE SOFTWARE PVT LTD
Description of Document : Article 94 Mortgage Deed
Property Description : MORTGAGE DEED
Consideration Price (Rs.) : 0
(Zero)
First Party : SECURELY SHARE SOFTWARE PVT LTD
Second Party : TECHNOLOGY DEVELOPMENT BOARD
Stamp Duty Paid By : SECURELY SHARE SOFTWARE PVT LTD
Stamp Duty Amount(Rs) : 200
(Two Hundred only)



Please write or type below this line

This Mortgage Deed ("Deed") is made this 01st day of April 2019 ("Effective Date") by M/s SECURELYSHARE SOFTWARE PRIVATE LIMITED, a Company within the meaning of The Companies Act, 2013 (CIN U72100KA2013PTC069529) and having its Registered Office at 179, Adarsh Vista, Basavana Nagar Main Road, Vibhuthipura, Bangalore Ka 560037 India (hereinafter called "the Borrower/ Mortgagor" and which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to include its successors in interest, liquidators, administrators and permitted assigns)

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.sublimestamp.com. Any discrepancy in the details on this Certificate will be verifiable on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please report the Competent Authority.



Signature

PATENT

REEL: 048988 FRAME: 0338

in favor of the Technology Development Board and the executor hereto is duly authorized by the Board of Directors of the Borrower to execute this Deed for and on behalf of the Borrower vide Board Resolution dated 12th September 2018

TECHNOLOGY DEVELOPMENT BOARD, a Statutory body corporate constituted by the Technology Development Board Act 1995 (44 of 1995), and having its Office at Wing-A, Ground Floor, Vishwakarma Bhawan, Shaheed Jeeb Singh Marg, New Delhi-110 016, hereinafter referred to as "the Board/ Mortgagee",

The Board has sanctioned a Loan assistance of Rs. 750 Lakhs/- (In Words: Rupees Seven Hundred and Fifty Lakhs Only) for part financing the project titled "SECURELYSHARE FILE SECURITY AND VAULT" ("Project") to the Borrower and both the Board and the Borrower have entered into a binding Agreement on 18th September 2018 ("Loan Agreement")

The Mortgagor hereby executes the present Deed on the terms and covenants as stated hereunder to secure the discharge of repayment liabilities of the above stated Project loan assistance that will be disbursed in accordance to the governing Loan Agreement:

1. The Mortgagor warrants that it has seized and possessed of and otherwise well and sufficiently entitled to the Intellectual Properties, more particularly described in the Schedule hereunder written, together with all interests and rights attached to any patent issued in the future from any reissue, reexamination, divisional, continuation, and/or continuation-in-part (hereinafter referred to as "the said IP").
2. The Mortgagor further warrants that the said IP is valid and enforceable and that there are no pre-existing charges, claims and demands and that the same or any of them or any part thereof are/is not subject to any lien/*pendens*, attachment or any other process issued by any Court or Authority and that there is no creation of any trust in respect thereof or other restrictions on transfer of the interests in the said IP in any manner.
3. The Mortgagor hereby mortgages and charges to the Board to secure its Term Loan of Rs. 750.00 Lakh (In Words: Rupees Seven Hundred and Fifty Lakhs Only) together with interest, additional interest, costs, charges, expenses and other monies payable by the Mortgagor/Borrower to the Board under the Loan Agreement dated 18th September 2018, as amended or supplemented from time to time.
4. The Mortgagor assures that the said loan, borrowed/to be borrowed from the Board, are within the borrowing limits of the Board of Directors of the Mortgagor.



[Handwritten Signature]

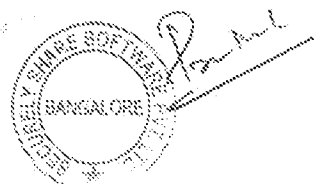
5. The Mortgagor as owner of the said IP has entered into this Deed and signed this document without any undue influence or coercion to do so.
6. The Mortgagor shall deposit /submit all relevant documents of title, evidences and Patent Certificates issued in relation to the said IP with the Board.
7. The Mortgagor hereby grants to the Board/ Mortgagee an irrevocable and exclusive option to acquire the said IP, on the specific conditions set forth herein;
 - a) The Mortgagor does hereby grant to the Board the right, but not the obligation, to acquire all right, title and interest in and to the said IP (the "Option").
 - b) The right to exercise the Option shall be triggered in the event of the default in loan repayment to the Board by the Borrower in terms of the Loan Agreement.
 - c) The date of Notice of loan repayment default also containing the desire of the Board to exercise the Option that will be duly served by the Board on the Borrower/ Mortgagor shall be the "Commencement Date" of the Option
 - d) The Option shall become effective from the Commencement Date and shall remain valid till settlement of the dues to the Board as mutually agreed between the Mortgagor and the Mortgagee or till the assignment of the said IP in favour of the Board is effected upon by the Board ("Term of the Option").
 - e) During the Term of the Option, on written direction of the Board, the Mortgagor shall transfer all right, title and interest in and to the said IP to the Board by execution and delivery of a written assignment of the said IP in form recordable in the IPO/USPTO etc, and the Board shall be authorized to immediately file such assignment accordingly. The Mortgagor shall also execute and delivery such other documents and instruments as shall be reasonably necessary to effect the transfer of all right, title and interest in and to the said IP to the Board.



- f) The assignment and transfer of title from Mortgagor to the Board shall be free and clear of all licenses, contracts, liens, claims, and encumbrances. From and after such assignment and transfer, Mortgagor shall be excluded from practicing the said IP, the Mortgagor shall not attack the title of the Board in and to the said IP and the Mortgagor shall not take any action adverse to Board's ownership or use of the said IP or challenging the validity of the said IP.
8. During the period starting from the Effective Date and continuing until Term of the Option, the Mortgagor shall maintain- all right, title and interest in and to the said IP free and clear of all liens, claims and encumbrances; Mortgagor shall not license, sublicense, transfer, assign, sale or otherwise dispose of or impair title to the said IP or enter into any contract to do so; but the above restriction will not affect the practice under, manufacture, sell, distribute or market any products under the said IP by the Mortgagor in terms of the Project.
9. The Mortgagor shall not file any amendments, modifications, continuations in part (CIP), abandonments, or make any other changes to the said IP or any other filings with any Patent offices without the written consent of the Board in each instance.

LIMITED LICENSE

10. The Mortgagor hereby grants to the Board/ Mortgagee an exclusive, royalty free but limited license for use of the said IP for the purposes of the Board's evaluation and investigation of the said IP till exercise of the Option. If the Board does not elect to exercise the Option before the expiration of the Term, the limited license shall terminate. Such limited license shall be exclusive to the Board that cannot be transferred or assigned in any manner.
11. No delay in exercising or omission to exercise any right, power or remedy accruing to the Board upon any default under security documents or any other document shall impair any such right, power or remedy nor shall be construed to be a waiver thereof under this Deed by the Mortgagor.
12. The Mortgagor shall at its own cost execute and procure the execution and Registration of this Deed as prescribed in the relevant acts and rules.



13. The Borrower/ Mortgagor shall process all required applications and file relevant Forms with the corresponding Patent Offices in all pertinent jurisdictions of the said IP and also such other documents as may be prescribed relevant to the subject matter for securing the needed entry in the statutory registers and for admission of the present transmission as evidence of Mortgage of the said IP.

14. The Mortgagor shall maintain the said IP in full force and effect and shall pay in all applicable nations all maintenance fees, renewal fees and observe and perform all terms, conditions, stipulations, rules and regulations pertaining to the continuous protection of the said IP and will not do or omit to do or suffer to be done anything whereby the mortgaged security as proposed by way of the said IP is affected or prejudiced in any manner whatsoever throughout the effective duration of this Deed.

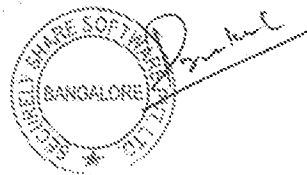
SERVICE OF NOTICE

15. The Mortgagor agrees that notices, demands or other communications from the Mortgagee will be in writing and can either be delivered personally or sent by Registered post to the respective registered address or such other address as the Mortgagor may have notified to the Mortgagee/ Board in writing.

ARBITRATION AND JURISDICTION

16. The Mortgagor agrees that if any dispute or difference arises between the Mortgagor and the Mortgagee as to the rights or liabilities or any claim or to the construction, interpretation, effect and implication of any provision of this Deed or in regard to any matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Deed, such disputes or differences shall be referred to the sole arbitration of the Chairperson, Technology Development Board or that of his nominee and the decision of such arbitrator shall be conclusive and binding on the Parties hereto. A reference to the arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder and any statutory modifications thereof for the time being in force, which shall be deemed to apply to the arbitration proceedings under this Clause. The Mortgagor shall agree that:

a) This ARBITRATION AND JURISDICTION Clause shall be applicable on all amendments, supplementations, restatements, settlement arrangements arising from this Deed unless expressly exempted by the Parties.



- b) The venue of the arbitration shall be at Delhi.
- c) Each Party shall bear and pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.
- d) This Clause is applicable to the Director(s) of the Mortgagor also and therefore the Director(s) would be also be party/parties to such Arbitration.
- e) This Clause shall not be frustrated, abrogated or become in-operative, notwithstanding this Deed expires or ceases to exist or is terminated or revoked or declared unlawful.

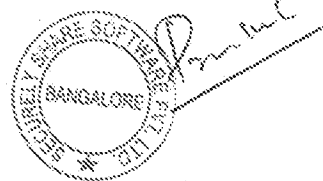
17. The Mortgagor shall subject itself to the exclusive jurisdiction of the Courts at Delhi in all matters concerning this Deed, including any matter arising out of the arbitration proceedings or any award made therein.

18. The Mortgagor ascertains that this Deed constitutes the complete and exclusive statement of the Mortgage of the said IP as provided in SCHEDULE hereinbelow, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the Mortgagor and the Board.

SCHEDULE OF THE SAID IP

Patents (With Number, Details and Grant Date)

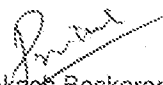
1	Method and System for Securing Electronic Data	US 8,806,200 B2	12/08/2014
2	System and Method for Securing the Data and Information Transmitted as e-mail Attachments	US 9,124,641 B2	09/12/2014
3	Method and System for Secured Data Storage and Sharing over Cloud Based Network	US 9,015,483 B2	21/04/2015
4	System for Secure Electronic Content, enforce usage Policies and Provide Configurable Functionalities	US 8,909,925 B2	25/08/2015
5	Method and System for Providing Access to Encrypted Data Files for Multiple Federated Authentication Providers and Verified Identities	US 9,118,660 B2	01/09/2015
6	Computer Implemented System and Method for Ahead-of-Time Delivery of Electronic Content	US 9,571,489 B2	14/02/2017



IN WITNESS WHEREOF the Borrower/ Mortgagor has caused its Common Seal to be affixed hereto on the day, month and year first above written.

THE COMMON SEAL OF M/S SECURELYSHARE SOFTWARE PRIVATE LIMITED has pursuant to the Resolution of its Board of Directors passed in that behalf on the 12th September, 2018 hereunto been affixed in the presence of

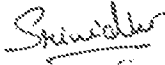
For SecurelyShare Software Private Limited


Shri Prakash Baskaran
Managing Director



and

For SecurelyShare Software Private Limited


Shri K.R. Srinidhi Hatwar
Authorized Signatory



who has executed these presents duly thereof.