

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5540168

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COGITAI, INC.	05/08/2019
RECEIVING PARTY DATA	
Name:	SONY CORPORATION OF AMERICA
Street Address:	25 MADISON AVENUE, 26TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	9311600
Application Number:	15888619
Application Number:	15943947
Application Number:	16120111
Application Number:	62788339
Application Number:	62821243
Application Number:	15012026
Application Number:	14689052
Application Number:	61981006
Application Number:	61654918
CORRESPONDENCE DATA	
Fax Number:	(415)683-5472
<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:	4156835472
Email:	Docketing.Rimonlaw@Clarivate.com
Correspondent Name:	RIMON PC
Address Line 1:	ONE EMBARCADERO CENTER
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
NAME OF SUBMITTER:	LETAO QIN

SIGNATURE:	/Letao Qin/
DATE SIGNED:	05/24/2019
Total Attachments: 7 source=Cogitai - IP Security Agreement (Executed)#page1.tif source=Cogitai - IP Security Agreement (Executed)#page2.tif source=Cogitai - IP Security Agreement (Executed)#page3.tif source=Cogitai - IP Security Agreement (Executed)#page4.tif source=Cogitai - IP Security Agreement (Executed)#page5.tif source=Cogitai - IP Security Agreement (Executed)#page6.tif source=Cogitai - IP Security Agreement (Executed)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 8, 2019 (this "Agreement"), is made by and between Cogitai, Inc., a Delaware corporation (the "***Company***") and Sony Corporation of America, a New York corporation located at 25 Madison Avenue, 26th Floor, New York, NY 10010 (the "***Secured Party***").

RECITALS

WHEREAS, the Company and the Secured Party are parties to that certain Convertible Promissory Note dated May 9, 2016 (as amended, restated, amended and restated, supplemented or modified from time to time, the "***Note***");

WHEREAS, for purposes of securing the Company's obligations under the Note, the Company and the Secured Party have entered into that certain Security Agreement dated as of the date hereof (the "***Security Agreement***");

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to the Secured Party a continuing security interest in all of the Company's right, title and interest in and to the Collateral (including all Intellectual Property); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement.

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

1. Grant of Security Interest. As security for the prompt and complete payment and performance when due of the Obligations of the Company to the Secured Party, whether existing on the date hereof or hereinafter incurred or created, the Company hereby grants to the Secured Party of a continuing security interest in all of the Company's right, title and interest in and to all Intellectual Property as defined in the Security Agreement (including those copyrights, copyright applications, copyright licenses, patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses listed on Exhibits A, B and C, respectively, attached hereto); for the avoidance of doubt, and notwithstanding anything to the contrary, the security interest shall not extend to any property which would result in the forfeiture of the Company's rights in the property including, without limitation, any trademark applications filed in the United States Patent and Trademark Office on the basis of the Company's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq).

2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Secured Party pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement conflicts with or is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. Governing Law. This Agreement and any controversy arising out of or related thereto shall be governed by, and construed in accordance with, the laws of the State of New York.

4. Counterparts and Exchanges by Electronic Transmission or Facsimile. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be effective as of the date first written above.

THE COMPANY:

COGITAI, INC.

Mark Ring

By: _____
Name: Mark Ring
Title: CEO

THE SECURED PARTY:

SONY CORPORATION OF AMERICA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be effective as of the date first written above.

THE COMPANY:

COGITAI, INC.

By: _____
Name: _____
Title: _____

THE SECURED PARTY:

SONY CORPORATION OF AMERICA

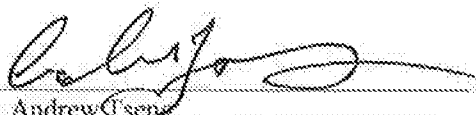
By: 
Name: Andrew Csane
Title: Vice President, Corporate Development

EXHIBIT A**U.S. TRADEMARK REGISTRATIONS**

<u>Registration Number</u>	<u>Date of Registration</u>	<u>Description</u>
88293160	02/07/2019	COGITAI
88293162	02/07/2019	CONTINUA

TRADEMARK APPLICATIONS

<u>Application Number</u>	<u>Date Filed</u>	<u>Description</u>
n/a		

Part B
Copyrights

<u>Copyright Title</u>	<u>Date of Registration</u>	<u>Registration Number</u>
n/a		

Part C
Patents

PATENTS			
Name	Status and Date Issued	Application Number	Patent Number
METHOD FOR CREATING PREDICTIVE KNOWLEDGE STRUCTURES FROM EXPERIENCE IN AN ARTIFICIAL AGENT	8/21/2018	14/689,052	10055687
METHOD FOR CREATING PREDICTIVE KNOWLEDGE STRUCTURES FROM EXPERIENCE IN AN ARTIFICIAL AGENT	8/21/2018	14/689,052	10055687
METHOD FOR CREATING PREDICTIVE KNOWLEDGE STRUCTURES FROM EXPERIENCE IN AN ARTIFICIAL AGENT	8/21/2018	14/689,052	10055687
METHOD AND SYSTEM FOR MAPPING STATES AND ACTIONS OF AN INTELLIGENT AGENT	6/2/2013	13/907,936	9311600
METHOD AND SYSTEM FOR MAPPING STATES AND ACTIONS OF AN INTELLIGENT AGENT	6/2/2013	13/907,936	9311600
METHOD AND SYSTEM FOR MAPPING STATES AND ACTIONS OF AN INTELLIGENT AGENT	6/2/2013	13/907,936	9311600

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number
METHOD AND SYSTEM FOR AN INTELLIGENT ARTIFICIAL AGENT	2/5/2018	15/888,619
METHOD AND SYSTEM FOR AN INTELLIGENT ARTIFICIAL AGENT	4/3/2018	15/943,947
METHOD AND SYSTEM FOR CONTINUAL LEARNING IN AN INTELLIGENT ARTIFICIAL AGENT	8/31/2018	16/120,111
METHOD AND SYSTEM FOR CONTINUAL LEARNING IN AN INTELLIGENT ARTIFICIAL AGENT	8/31/2018	16/120,111
MULTI-FORECAST NETWORKS	1/4/2019	62/788,339
MULTI-FORECAST NETWORKS	1/4/2019	62/788,339

DOUBLE ACTOR CRITIC	3/20/2019	62/821,243
DOUBLE ACTOR CRITIC	3/20/2019	62/821,243
METHOD AND SYSTEM FOR AN INTELLIGENT ARTIFICIAL AGENT	2/1/2016	15/012,026

GDSVF&H\4258591.7

RECORDED: 05/24/2019

PATENT
REEL: 049278 FRAME: 0743