

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5834667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
STARCOUNTER AB	11/06/2019
RECEIVING PARTY DATA	
Name:	TIISMANN INVEST AB
Street Address:	TOMTEBOGATAN 11
City:	STOCKHOLM
State/Country:	SWEDEN
Postal Code:	11339
Name:	GÖRAN JANSON
Street Address:	NEPTUNISSTIGEN 31
City:	HÄSSELBY
State/Country:	SWEDEN
Postal Code:	16571
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8266125
Patent Number:	8856092
Patent Number:	9690810
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:	denise@invivopatentlaw.com
Correspondent Name:	IN VIVO PATENT LAW
Address Line 1:	8601 SIX FORKS ROAD, SUITE 400
Address Line 4:	RALEIGH, NORTH CAROLINA 27615
NAME OF SUBMITTER:	DENISE WILSON
SIGNATURE:	/Denise Wilson/
DATE SIGNED:	11/22/2019
Total Attachments: 4	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("Patent Security Agreement"), dated as of 2019-11-06, is made by and between Starcounter AB, a Swedish corporation (the "Borrower") and the lenders under the Loan Agreement referred to below (collectively, the "Lenders"; each listed on the signature pages hereto).

WHEREAS, the Borrower has entered into a Loan Agreement dated as of 2019-05-31 with the Lenders (the "Loan Agreement").

WHEREAS, as a condition precedent to the making of the loan by the Lenders under the Loan Agreement, the Borrower has executed and delivered to the Lenders that certain principal Security Agreement dated as of 2019-11-04, made by and between the Borrower and the Lenders (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lenders a security interest in certain intellectual property of the Borrower, and has agreed to execute and deliver this Patent Security Agreement for recording with the United States Patent and Trademark Office.

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

1. Grant of Security. Borrower hereby pledges and grants to the Lenders a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the "Patent Collateral"):

- (a) the patents set forth in Schedule 1 hereto and all reissues and reexaminations thereof and amendments thereto (the "Patents");
- (b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of the United States;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Lenders.

3. Loan Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The

provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lenders with respect to the Patent Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent Security 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 Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security 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 Patent Security 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 Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of Sweden.

IN WITNESS WHEREOF, Borrower has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Starcounter AB

By: 

Name: Fredrik Uhrström

Title: Signatory

Address for Notices:

Hovslagargatan 3

111 48 Stockholm, Sweden

Starcounter AB

By: 

Name: Johan Englund

Title: Signatory

Address for Notices:

Hovslagargatan 3

111 48 Stockholm, Sweden

AGREED TO AND ACCEPTED:

Tiismann Invest AB

By: 

Name: Mart Tiismann

Title: Chairman

Address for Notices:

Tomtebogatan 11

113 39 Stockholm, Sweden

Göran Janson

By: 

Name: Göran Janson

Address for Notices:

Neptunisstigen 31

165 71 Hässelby, Sweden

SCHEDULE 1

PATENTS

Title	Jurisdiction	Patent Number	Issue Date
Systems And Methods For Managing Databases	US	8,266,125	September 11, 2012
Systems And Methods For Managing Databases	US	8,856,092	October 7, 2014
Systems And Methods For Managing Databases	US	9,690,810	June 27, 2017