

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6028602

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EVOTEM, LLC	03/23/2020
RECEIVING PARTY DATA	
Name:	NWS HOLDINGS, LLC
Street Address:	733 S. WEST STREET
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46225
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8484071
Patent Number:	8775233
CORRESPONDENCE DATA	
Fax Number:	(317)223-0362
<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:	3176845362
Email:	TRADEMARK@BOSELAW.COM
Correspondent Name:	JENNIFER DAY
Address Line 1:	BOSE MCKINNEY & EVANS LLP
Address Line 2:	111 MONUMENT CIRCLE, SUITE 2700
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	24122-0008
NAME OF SUBMITTER:	JENNIFER L. DAY
SIGNATURE:	/Jennifer L. Day/
DATE SIGNED:	03/24/2020
Total Attachments: 6	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Agreement**") is entered into as of March 23, 2020 (the "**Effective Date**"), by and between NWS HOLDINGS, LLC ("**NWSH**") and EVOTEM, LLC, an Indiana limited liability company ("**Grantor**").

RECITALS

A. NWSH has agreed to make certain loans to Grantor in the amounts and manner set forth in that certain Promissory Note executed by Grantor payable to NWSH dated January 7, 2020 (as the same may be amended, modified or supplemented from time to time, the "**Note**"), and that certain Security Agreement by and between NWSH and Grantor dated January 7, 2020 (the "**Security Agreement**" and, together with the Note, the "**Loan Documents**"). NWSH is willing to make the loans to Grantor, but only upon the condition, among others, that Grantor shall grant to NWSH a security interest in all of its assets, including certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Documents.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to NWSH 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 Intellectual Property Collateral (defined below).

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 Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Documents, Grantor grants and pledges to NWSH 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) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and 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 B attached hereto (collectively, the "**Patents**");

(c) Any and all trademark, service mark, trade name, trade dress, design and logo rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(d) 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 intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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 Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by NWSH.

3. Loan Documents. This 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 NWSH with respect to the Intellectual Property Collateral are as provided by the Security 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 Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana 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:

Evotem, LLC

By: Timothy C Lybrook
By: Timothy C Lybrook
Title: CEO

NWSH:

NWS Holdings, LLC

By: [Signature]
By: John Baker
Title: Manager

EXHIBIT A

Copyrights

Title	Reg. No.	Reg. Date

EXHIBIT B

Patents

Title	Patent No.	Issue Date
Telecom environment management operating system and method	8,484,071	July 9, 2013
Telecom environment management operating system and method	8,775,233	July 8, 2014

EXHIBIT C

Trademarks

Mark	U.S. Reg. No.	Reg. Date
PERFORMANCE FIRST	5,873,173	October 1, 2019
ECOSYSTEM EDGE	5,371,634	January 2, 2018
EFFICIENCY FIRST	3,973,461	June 7, 2011
EVOTEM	3,498,704	September 9, 2008
AOTMP	3,498,702	September 9, 2008

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