

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6101158

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AQUABYTE, INC.	05/11/2020
RECEIVING PARTY DATA	
Name:	WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION
Street Address:	55 ALMADEN BOULEVARD, SUITE 100
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	16572935
PCT Number:	US1934709
PCT Number:	US1934636
PCT Number:	US1942958
PCT Number:	US1944296
PCT Number:	US1944298
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:	7033826485
Email:	DHall@vlpawgroup.com
Correspondent Name:	DAVIS HALL
Address Line 1:	12703 HITCHCOCK COURT
Address Line 4:	RESTON, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	WAL-AQUABYTE
NAME OF SUBMITTER:	DAVIS HALL
SIGNATURE:	/DavisHall/
DATE SIGNED:	05/11/2020
Total Attachments: 5	

source=WAL_Aquabyte_Intellectual Property Security Agreement_Executed_5-11-20#page1.tif
source=WAL_Aquabyte_Intellectual Property Security Agreement_Executed_5-11-20#page2.tif
source=WAL_Aquabyte_Intellectual Property Security Agreement_Executed_5-11-20#page3.tif
source=WAL_Aquabyte_Intellectual Property Security Agreement_Executed_5-11-20#page4.tif
source=WAL_Aquabyte_Intellectual Property Security Agreement_Executed_5-11-20#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 11, 2020 (this "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and Aquabyte, Inc., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of October 16, 2019 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including, without limitation, the registered Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including, without limitation, the registered Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including, without limitation, the registered Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

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

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

AQUABYTE, INC.

By: 

Name: BRYTON SHANG

Title: CEO

Address for Notices:

Attn: Bryton Shang, CEO
925 Harrison Street
San Francisco, CA 94107
Fax:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 

Name: Jeff Brown

Title: Senior Director

Address for Notices:

Attn: 55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Filing Date:</u>
BIOMASS ESTIMATION IN AN AQUACULTURE ENVIRONMENT	N/A*	PCT/US19/34709	Published as WO 2019/232247	05/30/19
OPTICAL SYSTEM FOR CAPTURING DIGITAL IMAGES IN AN AQUACULTURE ENVIRONMENT IN SITU	N/A	US 16/572,935	N/A	N/A
SEA LICE DETECTION AND CLASSIFICATION IN AN AQUACULTURE ENVIRONMENT	N/A	PCT/US19/34636	Published as WO 2019/245722	05/30/19
UNIQUE IDENTIFICATION OF FREELY SWIMMING FISH IN AN AQUACULTURE ENVIRONMENT	N/A	PCT/US19/42958	Published as WO 2020/023467	07/23/19
OPTIMAL FEEDING BASED ON SIGNALS IN AN AQUACULTURE ENVIRONMENT	N/A	PCT/US19/44296	Published as WO 2020/046523	07/31/19
AUTOMATIC FEED PELLET MONITORING BASED ON CAMERA FOOTAGE IN AN AQUACULTURE ENVIRONMENT	N/A	PCT/US19/44298	Published as WO 2020/046524	07/31/19

*N/A = not applicable as of May 1, 2020.