

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6179000

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
IJET INTERNATIONAL HOLDINGS, LLC	06/30/2020
WORLDWARE INC.	06/30/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	STERLING NATIONAL BANK, AS AGENT
<b>Street Address:</b>	ONE JERICHO PLAZA
<b>City:</b>	JERICHO
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11753

**PROPERTY NUMBERS Total: 19**

Property Type	Number
Patent Number:	D717822
Patent Number:	D717823
Patent Number:	D725138
Patent Number:	D795895
Patent Number:	D795896
Patent Number:	7343303
Patent Number:	7590548
Patent Number:	8249886
Patent Number:	7783500
Patent Number:	9665834
Patent Number:	8903870
Patent Number:	9313611
Patent Number:	8667602
Patent Number:	8775195
Patent Number:	8805698
Patent Number:	6842737
Patent Number:	7269568
Application Number:	15795066
Application Number:	14531822

PATENT

**CORRESPONDENCE DATA****Fax Number:** (312)499-6701

*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.*

**Email:** ahesla@duanemorris.com**Correspondent Name:** BRIAN P. KERWIN**Address Line 1:** 190 S LASALLE STREET, SUITE 3700**Address Line 2:** DUANE MORRIS LLP**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	H2441-00002
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<b>NAME OF SUBMITTER:</b>	BRIAN P. KERWIN
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<b>SIGNATURE:</b>	/s/Brian P. Kerwin
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<b>DATE SIGNED:</b>	06/30/2020
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	This document serves as an Oath/Declaration (37 CFR 1.63).
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**Total Attachments: 12**

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**CONFIRMATORY GRANT  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of June 30, 2020, is made by **iJET INTERNATIONAL HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), and **WORLDAWARE INC.**, a Delaware corporation (“**WorldAware**”; and together with Holdings, are sometimes hereinafter referred to individually and collectively as “**Borrower**” and/or “**Borrowers**”), in favor of **STERLING NATIONAL BANK**, a national banking association, in its capacity as administrative agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, “**Agent**”).

**RECITALS**

**WHEREAS**, **iJET PARTNERSHIP HOLDINGS, LLC**, a Delaware limited liability company, Borrower, Agent and the financial institutions from time to time party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”) are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Lenders to make certain loans to Borrower, and (ii) for the grant by Borrower to Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the

“**Obligations**”), Borrower hereby grants to Agent, on behalf of and for the benefit of itself and the Lenders, of a continuing security interest (and hereby confirms its grant of a continuing security interest to Agent, on behalf of and for the benefit of itself and the Lenders under the Loan Agreement) in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent’s security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In

the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall automatically terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part under applicable law, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, to the extent of such unenforceability or invalidity, and shall not affect any other clause or provision of this Agreement.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Borrower after the date hereof (and make any subsequent filing or recordation to reflect Intellectual Property as identified Section 9 hereof);

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower's liabilities and obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower; and Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

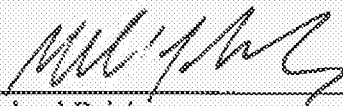
10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY OF THIS

CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Borrower has duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

**IJET INTERNATIONAL HOLDINGS, LLC**

By:   
Name: Michael Briskey  
Its: Chief Financial Officer

**WORLDAWARE INC.**

By:   
Name: Michael Briskey  
Its: Chief Financial Officer

Agreed and Accepted:

**STERLING NATIONAL BANK**, as Agent

By:   
Name: Joshua Roberts  
Its: Managing Director



EXHIBIT A  
PATENTS

Country	Title	App./Patent No.	Filing Date	Issue Date	Owner Name	Status
US	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	D717822	14-Mar-2013	18-Nov-2014	WorldAware Inc.	Granted
US	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	D717823	14-Mar-2013	18-Nov-2014	WorldAware Inc.	Granted
US	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	D725138	14-Mar-2013	24-Mar-2015	WorldAware Inc.	Granted
US	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	D795895	16-Feb-2015	29-Aug-2017	WorldAware Inc.	Granted
US	DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	D795896	16-Feb-2015	29-Aug-2017	WorldAware Inc.	Granted
Singapore	GLOBAL ASSET RISK MANAGEMENT SYSTEM AND METHODS	155955	25-Oct-2004	15-Apr-2013	WorldAware Inc.	Granted
Singapore	GLOBAL ASSET RISK MANAGEMENT SYSTEM AND METHODS	188930	25-Oct-2004	07-Nov-2016	WorldAware Inc.	Granted
US	GLOBAL ASSET RISK MANAGEMENT SYSTEM AND METHODS	7343303	23-Sep-2004	11-Mar-2008	WorldAware Inc.	Granted

Country	Title	App./Patent No.	Filing Date	Issue Date	Owner/Name	Status
US	GLOBAL ASSET RISK MANAGEMENT SYSTEMS AND METHODS	7590548	27-Jul-2007	15-Sep-2009	WorldAware Inc.	Granted
US	GLOBAL ASSET RISK MANAGEMENT SYSTEMS AND METHODS	8249886	20-Jul-2009	21-Aug-2012	WorldAware Inc.	Granted
US	PERSONNEL RISK MANAGEMENT SYSTEM AND METHODS	7783500	28-Feb-2005	24-Aug-2010	WorldAware Inc.	Granted
US	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	9665834	23-Dec-2011	30-May-2017	WorldAware Inc.	Granted
US	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	8903870	23-Dec-2011	02-Dec-2014	WorldAware Inc.	Granted
US	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	9313611	23-Dec-2011	12-Apr-2016	WorldAware Inc.	Granted
US	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	8667602	23-Dec-2011	04-Mar-2014	WorldAware Inc.	Granted
US	SYSTEMS AND METHODS FOR ASSETS, PERSONNEL, AND TRAVEL INFORMATION AND RISK MANAGEMENT	8775195	23-Aug-2011	08-Jul-2014	WorldAware Inc.	Granted
US	SYSTEMS AND METHODS FOR TRAVEL, ASSET, AND PERSONNEL INFORMATION AND RISK MANAGEMENT	8805698	30-Jun-2010	12-Aug-2014	WorldAware Inc.	Granted
US	TRAVEL INFORMATION METHOD AND ASSOCIATED SYSTEM	6842737	19-Jul-2000	11-Jan-2005	WorldAware Inc.	Granted
US	TRAVEL INFORMATION METHOD AND ASSOCIATED SYSTEM	7269568	20-Oct-2004	11-Sep-2007	WorldAware Inc.	Granted

Country	Title	App./Patent No.	Filing Date	Issue Date	Owner/Name	Status
US	INTER-PLATFORM MULTI-DIRECTIONAL COMMUNICATIONS SYSTEM AND METHOD	15/795066	26-Oct-2017		WorldAware Inc.	Published
US	SYSTEM FOR MANAGING RISK IN EMPLOYEE TRAVEL	14/531822	03-Nov-2014		WorldAware Inc.	Published

**PATENT**  
**REEL: 053088 FRAME: 0200**

EXHIBIT B  
TRADEMARKS

Name	Country	Reg./App. No.	Reg./App. Date	Owner	Status
B BLUELINE and design	United States	4685578	10-Feb-2015	WorldAware Inc.	Registered
B BLUELINE and design	United States	4693140	24-Feb-2015	WorldAware Inc.	Registered
B BLUELINE and design	United States	4693141	24-Feb-2015	WorldAware Inc.	Registered
B BLUELINE CONNECT and design	United States	4693139	24-Feb-2015	WorldAware Inc.	Registered
CRITICAL MONITOR	United States	4984219	21-Jun-2016	WorldAware Inc.	Registered
CRITICAL TRAC	United States	4974061	07-Jun-2016	WorldAware Inc.	Registered
IJET	United States	2525932	01-Jan-2002	WorldAware Inc.	Registered
TRAVEL INTELLIGENCE	United States	2541381	19-Feb-2002	WorldAware Inc.	Registered
TRM3	United States	5235008	04-Jul-2017	WorldAware Inc.	Registered
WORLDWARE	Australia	1442019	11-Jan-2012	WorldAware Inc.	Registered
WORLDWARE	Australia	1927851	20-Nov-2018	WorldAware Inc.	Registered
WORLDWARE	Canada	1922790	01-Oct-2018	WorldAware Inc.	Pending
WORLDWARE	China	1441705	03-Apr-2019	WorldAware Inc.	Registered
WORLDWARE	Egypt	1441705	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE	European Union	009739038	23-Aug-2011	WorldAware Inc.	Registered
WORLDWARE	European Union	1441705	10-Jun-2019	WorldAware Inc.	Registered
WORLDWARE	India	1441705	31-Oct-2019	WorldAware Inc.	Registered
WORLDWARE	Israel	1441705	27-Sep-2018	WorldAware Inc.	Suspended
WORLDWARE	Japan	1441705	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE	Madrid Protocol	1441705	27-Sep-2018	WorldAware Inc.	Registered
WORLDWARE	Mexico	1441705	09-Mar-2020	WorldAware Inc.	Registered
WORLDWARE	Norway	1441705	27-Sep-2018	WorldAware Inc.	Registered
WORLDWARE	Philippines	1441705	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE	Russia	1441705	26-Jun-2019	WorldAware Inc.	Registered
WORLDWARE	Singapore	1441705	13-Jun-2019	WorldAware Inc.	Registered
WORLDWARE	South Africa	2018/28432	28-Sep-2018	WorldAware Inc.	Published
WORLDWARE	South Africa	2018/28433	28-Sep-2018	WorldAware Inc.	Published
WORLDWARE	South Africa	2018-28434	28-Sep-2018	WorldAware Inc.	Published
WORLDWARE	South Africa	2018/28431	28-Sep-2018	WorldAware Inc.	Published

Name	Country	Reg./App. No.	Reg./App. Date	Owner	Status
WORLDWARE	Switzerland	1441705	14-Nov-2019	WorldAware Inc.	Registered
WORLDWARE	United States	87/880805	17-Apr-2018	WorldAware Inc.	Allowed
WORLDWARE stylized	Australia	1435850	05-Jul-2019	WorldAware Inc.	Registered
WORLDWARE stylized	Canada	1922256	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE stylized	China	1435850	12-Mar-2019	WorldAware Inc.	Registered
WORLDWARE stylized	Egypt	1435850	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE stylized	European Union	1435850	29-Apr-2019	WorldAware Inc.	Registered
WORLDWARE stylized	India	1435850	19-Aug-2019	WorldAware Inc.	Registered
WORLDWARE stylized	Israel	1435850	03-Oct-2019	WorldAware Inc.	Registered
WORLDWARE stylized	Japan	1435850	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE stylized	Madrid Protocol	1435850	27-Sep-2018	WorldAware Inc.	Registered
WORLDWARE stylized	Mexico	1435850	24-Feb-2020	WorldAware Inc.	Registered
WORLDWARE stylized	Norway	1435850	20-Dec-2019	WorldAware Inc.	Registered
WORLDWARE stylized	Philippines	1435850	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE stylized	Russia	1435850	29-May-2019	WorldAware Inc.	Registered
WORLDWARE stylized	Singapore	1435850	13-Jun-2019	WorldAware Inc.	Registered
WORLDWARE stylized	South Africa	2018/28209	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE stylized	South Africa	2018/28210	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE stylized	South Africa	2018/28211	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE stylized	South Africa	2018/28208	27-Sep-2018	WorldAware Inc.	Pending
WORLDWARE stylized	Switzerland	1435850	19-Sep-2019	WorldAware Inc.	Registered
WORLDWARE stylized	United States	87/852220	27-Mar-2018	WorldAware Inc.	Allowed
WORLDWARE stylized	United States	2527549	08-Jan-2002	WorldAware Inc.	Registered
WORLDWARE stylized	United States	87/761350	18-Jan-2018	WorldAware Inc.	Allowed
WORLDWARE stylized	United States	5005030	19-Jul-2016	WorldAware Inc.	Registered
WORLDWARE stylized	United States	2734127	08-Jul-2003	WorldAware Inc.	Registered

EXHIBIT C  
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None.