

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6179060

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

**CONVEYING PARTY DATA**

Name	Execution Date
INTENSITY ANALYTICS CORPORATION	06/29/2020

**RECEIVING PARTY DATA**

<b>Name:</b>	BRUCE P. RUBINGER
<b>Street Address:</b>	7201 WALKER STREET
<b>Internal Address:</b>	SUITE 20
<b>City:</b>	ST. LOUIS PARK
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55426

**PROPERTY NUMBERS Total: 10**

Property Type	Number
Patent Number:	9430626
Patent Number:	10229255
Patent Number:	10235507
Application Number:	16544397
Application Number:	16267835
Application Number:	16159560
Application Number:	16159555
Application Number:	16159547
Application Number:	16159533
Application Number:	16159543

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 6127703825  
**Email:** csemelhack@bestlaw.com  
**Correspondent Name:** KATE SEMELHACK  
**Address Line 1:** 60 S. SIXTH STREET  
**Address Line 2:** SUITE 2700  
**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402

PATENT

<b>NAME OF SUBMITTER:</b>	CHARLES C. BERQUIST
<b>SIGNATURE:</b>	/Charles C. Berquist/
<b>DATE SIGNED:</b>	06/30/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 9</b> source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page1.tif source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page2.tif source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page3.tif source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page4.tif source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page5.tif source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page6.tif source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page7.tif source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page8.tif source=Intensity Analytics Corporation IP Security Agreement 2020-06-29#page9.tif	

**INTENSITY ANALYTICS CORPORATION  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of June 29, 2020, is made by INTENSITY ANALYTICS CORPORATION, a Delaware corporation (the “*Borrower*”), in favor of BRUCE RUBINGER, in his capacity as collateral agent (the “*Collateral Agent*”), pursuant to the Collateral Agent and Intercreditor Agreement (as defined below).

WHEREAS, the Borrower has entered into a Secured Loan Agreement and Promissory Note, dated as of the date hereof (collectively, the “*Notes*”), with each of the Creditors (as defined below).

WHEREAS, the Collateral Agent has entered into a Collateral Agent and Intercreditor Agreement, dated as of the date hereof, among the creditors named therein (collectively, the “*Creditors*”).

WHEREAS, a condition to the making each Loan (as defined in each of the Notes, and collectively, the “*Loans*”), the Borrower has granted a first priority security interest in its intellectual property to the Collateral Agent, pursuant to the Security Agreement, dated as of the date hereof (the “*Security Agreement*”), and has agreed to execute and deliver this Agreement.

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

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

“**IP Security Agreement**” has the meaning set forth in the Preamble.

“**Security Agreement**” has the meaning set forth in the Recitals.

“**Borrower**” has the meaning set forth in the Preamble.

“**Copyrights**” means, collectively, with respect to the Borrower, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) including but not limited to those listed in Schedule A attached hereto, all tangible embodiments of the foregoing and all copyright registrations and applications made by the Borrower, in each case, whether now owned or hereafter created or acquired by or assigned to the Borrower, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to the Borrower’s use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments

thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

“**Creditors**” has the meaning set forth in the Recitals.

“**Intellectual Property Collateral**” means, collectively, the Patents, Trademarks (excluding only United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), Copyrights, Intellectual Property Licenses and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs.

“**Intellectual Property Licenses**” means all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark, or Copyright or any other patent, trademark, copyright or trade secret, whether the Borrower is a licensor or licensee, distributor or distributee under any such license or distribution agreement, and whether now existing or hereafter acquired or created, including but not limited to such agreements listed in Schedule A attached hereto, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets or any other patent, trademark, copyright or trade secret.

“**Loans**” has the meaning set forth in the Recitals.

“**Notes**” has the meaning set forth in the Recitals.

“**Patents**” means all patents issued or assigned to, and all patent applications and registrations made by, the Borrower, and whether now existing or hereafter acquired or created, including but not limited to those listed in Schedule A attached hereto, (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to the Borrower’s use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

“**Trademarks**” means all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL’s), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, and whether now existing or hereafter acquired or created, including but not limited to those listed in Schedule A attached hereto, that are owned by or assigned to the Borrower, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to the Borrower’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

“**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of Delaware; provided, however, that if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent’s security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Delaware, the term “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

2. Grant of Security. As collateral security for the payment and performance in full of its obligations under the Notes, the Borrower hereby pledges and grants to the Collateral Agent, a first priority security interest in and to all of the right, title, and interest of the Borrower in, to, and under the Intellectual Property Collateral.

3. Recordation. The Borrower authorizes the Commissioner for Patents, and the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Collateral Agent.

4. Secured Loan Agreement and Promissory Note. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement and the Notes, which are hereby incorporated by reference. The provisions of the Notes shall supersede and control over any conflicting or inconsistent provision herein.

5. Termination and Release. At such time as the Loans are repaid in full or the Notes have terminated, including because they have converted, the Intellectual Property Collateral shall be released from the lien created by this IP Security Agreement, and all rights the Collateral Agent had in the Intellectual Property Collateral shall terminate, and all rights to the Intellectual Property Collateral shall revert to the Borrower. At the request of the Borrower following any such termination, the Collateral Agent shall take all commercially reasonable methods to evidence the release of the Intellectual Property Collateral from this lien.

6. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

7. Successors and Assigns. This IP Security Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of the Note from time to time.

8. Governing Law. This IP Security Agreement shall be governed by and construed under the laws of the United States and the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and performed entirely within Delaware.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered as of the date first above written.

THE BORROWER:  
Intensity Analytics Corporation

By:  \_\_\_\_\_  
Name: John D. Rome  
Title: Chief Executive Officer

Agreed to and accepted:

\_\_\_\_\_  
Bruce Rubinger, Collateral Agent

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered as of the date first above written.

THE BORROWER:  
Intensity Analytics Corporation

By: \_\_\_\_\_  
Name: John D. Rome  
Title: Chief Executive Officer

Agreed to and accepted:

  
\_\_\_\_\_  
Bruce Rubinger, Collateral Agent

#6187439\_2



**SCHEDULE A  
PATENTS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Record Owner</b>
User Authentication Via Known Text Input Cadence	PTO	9430626	3/19/19	Intensity Analytics Corporation
User Authentication	PTO	10229255	3/12/19	Intensity Analytics Corporation
Authentication Via Typing Cadence, Gestures, and QR Codes	PTO	10235507	8/30/16	Intensity Analytics Corporation

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
User Effort Detection	PTO	20200057706	8/19/2019	Intensity Analytics Corporation
Authentication Via Typing Cadence, Gestures, & QR Codes	PTO	20190243955	2/5/2019	Intensity Analytics Corporation
System and Method For Effort-Based User Authentication	PTO	20190116051	10/12/2018	Intensity Analytics Corporation
System and Method For Independent User Effort-Based Validation	PTO	20190116050	10/12/2018	Intensity Analytics Corporation
Method and System to Unlock Account Access Via Effort Metrics	PTO	20190114637	10/12/2018	Intensity Analytics Corporation
Method and System Providing Peer Effort-Based Validation	PTO	20190114636	10/12/2018	Intensity Analytics Corporation
Method and System To Provide Attribution to Blockchain	PTO	20190114632	10/12/2018	Intensity Analytics

Transactions				Corporation

**Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
TickStream	PTO	3916541	2/8/2011	Intensity Analytics Corporation

**Trademark Applications**

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]
None					

**Copyright Registrations**

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
None				

**Copyright Applications**

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]
None				

**Exclusively Licensed Copyright Registrations**

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

None				
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**Exclusively Licensed Copyright Applications**

<b>License Agreement</b>	<b>Copyright Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>
None				