

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6211637

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
MORNINGSIDE TECHNOLOGY VENTURES LTD.		07/01/2020
RECEIVING PARTY DATA		
Name:	MTVL, LLC	
Street Address:	C/O SPRINGFIELD FINANCIAL ADVISORY LIMITED	
Internal Address:	22ND FLOOR HANG LUNG CENTRE; 2-20 PATERSON STREET	
City:	CAUSEWAY BAY	
State/Country:	HONG KONG	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	16528926	
Application Number:	62862128	
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:	alevi@foley.com, ipdocketing@foley.com	
Correspondent Name:	FOLEY & LARDNER LLP	
Address Line 1:	3000 K STREET N.W., SUITE 600	
Address Line 4:	WASHINGTON, D.C. 20007	
ATTORNEY DOCKET NUMBER:	090606-0101	
NAME OF SUBMITTER:	ASHER LEVI	
SIGNATURE:	/Asher D. Levi/	
DATE SIGNED:	07/21/2020	
Total Attachments: 10		
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ASSIGNMENT OF SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ASSIGNMENT (this "Assignment") is made as of this 1st day of July, 2020 (the "Effective Date"), by Morningside Technology Ventures Ltd., a British Virgin Islands corporation ("Assignor") to MTVL, LLC, a Delaware limited liability company ("Assignee").

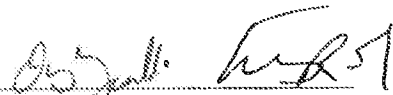
WHEREAS, Assignor is a party to a certain Second Intellectual Property Security Agreement dated June 22, 2020 (the "Security Agreement"), a copy of which is attached hereto as Schedule 1, whereby all of the right, title and interest to certain New Intellectual Property Collateral defined in the Security Agreement and incorporated herein by reference were pledged and mortgaged to Assignor. Such New Intellectual Property Collateral includes the Patents identified on Schedule 2 attached hereto and the Trademarks identified on Schedule 3 attached hereto;

WHEREAS, Pursuant to a Note Assignment Agreement relating to the transfer of certain loan assets by and between Assignor and Assignee dated July 1, 2020 (the "Note Assignment Agreement"), Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms of the Note Assignment Agreement, Assignor assigns to Assignee all of its interest and rights in and to the Security Agreement. This Assignment is being executed and delivered pursuant to the Note Assignment Agreement; nothing herein limits any of the terms or provisions of the Note Assignment Agreement. To the extent there is any inconsistency between this Assignment and the Note Assignment Agreement, the Note Assignment Agreement shall control. This Assignment may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

ASSIGNOR:

FOR AND ON BEHALF OF
MORNINGSIDE TECHNOLOGY
VENTURES LTD.

By: 
Name: Jill Marie Franklin/
Frances Anne Elizabeth Richard
Title: Authorized Signatures

ASSIGNEE:

FOR AND ON BEHALF OF MTVL, LLC

By: 
Name: Cheng Yee Wing Betty
Title: Director

SCHEDULE 1

[Attached.]

SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Second Security Agreement") dated as of the 22nd day of June, 2020, is by and between MORNINGSIDE TECHNOLOGY VENTURES LTD, a British Virgin Islands company ("Lender"), and LINC GLOBAL, INC. F/K/A PROXIMANT, INC., a Delaware corporation ("Grantor").

RECITALS

A. Pursuant to the terms of an Intellectual Property Security Agreement dated as of January 29, 2020 between Lender and Grantor (the "First Security Agreement"), Grantor granted to Lender 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. The First Security Agreement was recorded with the U.S. Patent and Trademark Office on February 12, 2020 at Reel/Frame 6892/0961 and on February 13, 2020 at Reel/Frame 051925/0309.

B. Pursuant to the terms of a Security Agreement dated as of April 17, 2020 between Lender and Grantor (the "Second Security Agreement"), Grantor has granted to Lender a continuing security interest in the Collateral, as defined in the Second Security Agreement, which includes, *inter alia*, all of Grantor's intellectual property.

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 Promissory Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the First Security Agreement.

2. **Termination and Release of Security Interest.** Lender hereby terminates, cancels, discharges, and releases the lien on and security interest in and to all of the Grantor's right, title and interest in, to, and under the Intellectual Property Collateral granted pursuant to the First Security Agreement and recorded with the U.S. Patent and Trademark Office at Reel/Frame 6892/0961 and Reel/Frame 051925/0309.

3. **Grant of Security Interest.** To secure its obligations under the Second Security Agreement, Grantor grants and pledges to Lender 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 "New Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all 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;

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) 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 A attached hereto (collectively, the "**Patents**");

(e) Any trademark and service mark 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 B attached hereto (collectively, the "**Trademarks**");

(f) 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;

(g) All licenses or other rights to use any of the intellectual property and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the intellectual property; and

(i) 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.

4. **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 Second Security Agreement upon request by Lender.

5. **Authorization.** Grantor hereby authorizes Lender to (a) modify this Second Security Agreement unilaterally by amending the exhibits to this Second Security Agreement to include any New Intellectual Property Collateral which Grantor obtains subsequent to the date of this Second Security Agreement, and (b) file a duplicate original of this Second Security Agreement containing amended exhibits reflecting such new New Intellectual Property Collateral.

6. **Loan Documents.** This Second Security Agreement has been entered into pursuant to and in conjunction with the Second Security Agreement and all documents and exhibits referenced therein, which are hereby incorporated by reference. The provisions of the Second Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the New Intellectual Property Collateral are as provided by the Second Security Agreement and related documents, and nothing in this Second Security Agreement shall be deemed to limit such rights and remedies.

7. **Execution in Counterparts.** This Second 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 Second 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 Second Security Agreement.

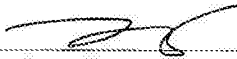
8. **Successors and Assigns.** This Second Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Second Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

LINC GLOBAL, INC. F/K/A PROXIMIANT, INC.

By: 
Name: Fang Cheng
Title: CEO

LENDER:



For and on behalf of
MORNINGSIDE TECHNOLOGY VENTURES LTD.

By:  
Name: Jill Marie Franklin/Frances Anne Elizabeth Richard
Title: Authorized Signatures

**EXHIBIT A
PATENTS**

Patent App. No.	Country	Filing Date	Title
Serial No. 16/528,926	U.S.	August 1, 2019	METHODS AND SYSTEMS FOR DEPLOYING AND MANAGING A SCALABLE MULTI-SERVICE VIRTUAL ASSISTANT PLATFORM
Serial No. 62/862,128	U.S.	June 16, 2019	METHODS AND SYSTEMS FOR DEPLOYING AND MANAGING A SCALABLE MULTI-SERVICE VIRTUAL ASSISTANT PLATFORM

**EXHIBIT B
TRADEMARKS**

Mark	Country	Reg. No.	Reg. Date
LINC CARE and Design 	U.S.	4852184	Nov. 10, 2015
LINC and Design 	U.S.	4833122	October 13, 2015



SCHEDULE 2

PATENTS

Patent App. No.	Country	Filing Date	Title
Serial No. 16/528,926	U.S.	August 1, 2019	METHODS AND SYSTEMS FOR DEPLOYING AND MANAGING A SCALABLE MULTI-SERVICE VIRTUAL ASSISTANT PLATFORM
Serial No. 62/862,128	U.S.	June 16, 2019	METHODS AND SYSTEMS FOR DEPLOYING AND MANAGING A SCALABLE MULTI-SERVICE VIRTUAL ASSISTANT PLATFORM

SCHEDULE 3

TRADEMARKS

Mark	Country	Reg. No.	Reg. Date
LINC CARE and Design 	U.S.	4852184	Nov. 10, 2015
LINC and Design 	U.S.	4833122	October 13, 2015