#### 506342952 11/06/2020 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6389706

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		SECURITY INTEREST		
CONVEYING PARTY	/ DATA			
		Name	Execution Date	
SENSOGRAM TECH	INOLOGIES, IN	IC.	02/27/2020	
RECEIVING PARTY				
Name:	LARIUS L			
Street Address:	2129 SUT	TON PLACE		
City:	PLANO			
State/Country:	TEXAS			
Postal Code:	75093			
PROPERTY NUMBE			_	
Property Ty	·	Number		
Patent Number:	10	117598		
Patent Number:	10	10117586		
Patent Number: D		820124		
		36885		
Patent Number:	330			
		08018		
Patent Number:	D8	08018 327649		
Patent Number: Patent Number:	D8			
Patent Number: Patent Number: Patent Number:	D8 103 D8	327649		
Patent Number: Patent Number: Patent Number: Patent Number:	D8 103 D8 739	327649 39270		
Patent Number: Patent Number: Patent Number: Patent Number: Application Number	D8 103 D8 739 739	327649 39270 95104		
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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: Email: Correspondent Name: Address Line 1: Address Line 4:	972-732-1001 docketing@slatermatsil.com SLATER MATSIL, LLP 17950 PRESTON RD., SUITE 1000 DALLAS, TEXAS 75252			
ATTORNEY DOCKET NUMBER:	SSGT-GEN			
NAME OF SUBMITTER:	ANN MARTIN			
SIGNATURE:	/Ann Martin/			
DATE SIGNED:	11/06/2020			
Total Attachments: 7   source=Sensogram to Larius Assignment#page1.tif   source=Sensogram to Larius Assignment#page2.tif   source=Sensogram to Larius Assignment#page3.tif   source=Sensogram to Larius Assignment#page4.tif   source=Sensogram to Larius Assignment#page5.tif   source=Sensogram to Larius Assignment#page6.tif   source=Sensogram to Larius Assignment#page6.tif				

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") is entered into effective as of February 27, 2020, by Sensogram Technologies, Inc., a Texas corporation ("Grantor") in favor of Larius Ltd., a Texas limited partnership ("Secured Party").

#### **RECITALS**

WHEREAS Grantor and Secured Party have entered into that certain Security Agreement dated effective as of February 27, 2020 (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. <u>Grant of Security</u>. Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth in <u>Schedule 1</u> hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in <u>Schedule 2</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Grantor set forth in <u>Schedule 3</u> hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

 <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by Secured Party.

3. Loan Documents. This IP Security 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 Secured Party with respect to the IP Collateral are as provided by the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

5. <u>Successors and Assigns</u>. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. This IP Security 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 IP Security 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

INTELLECTUAL PROPERTY SECURITY AGREEMENT - Page 2 of 3

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

#### **GRANTOR:**

SENSOGRAM TECHNOLOGIES, INC., a Texas corporation

By:	VahramMouradian
Name:	Vahram Mouradian
Title:	CEO

### AGREED TO AND ACCEPTED:

#### SECURED PARTY:

LARIUS LTD., a Texas limited partnership

By: Larius GP, LUC, a Texas limited liability company, its General Partner

By:

Tom Langhere, Manager

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### SCHEDULE 1

### PATENTS

#### Patents

Title	Jurisdiction	Patent No.	Issue Date	Record Owner
Non-Invasive Wearable Respiration Rate Monitoring System	United States	10,117,598	November 6, 2018	Sensogram Technologies, Inc.
Continuous Non-Invasive Wearable Blood Pressure Monitoring System	United States	10,117,586	November 6, 2018	Sensogram Technologies, Inc.
Wearable Sensor Ring	United States	D820,124	June 12, 2018	Sensogram Technologies, Inc.
Apparatus for Ambient Noise Cancellation in PPG Sensors	United States	9,936,885	April 10, 2018	Sensogram Technologies, Inc.
Ear Scanner	United States	D808,018	January 16, 2018	Sensogram Technologics, Inc.
Non-Invasive Wearable Blood Pressure Monitoring System	United States	10,327,649	June 25, 2019	Sensogram Technologies, Inc.
Finger Tip Scanner	United States	D839,270	January 29, 2019	Sensogram Technologies, Inc.
Methods and Devices for Non-Invasively Measuring Quantitative Information of Substances in Living Organisms	United States	7,395,104	July 1, 2008	Sensogram Technologies, Inc.

# **Patent Applications**

Title	Jurisdiction	App. No.	Pub. No.	Filing Date	Applicant
Photoplethysmographic Wearable Blood Pressure Monitoring System and Methods	United States	15/365,242	20190142286A1	November 30, 2016	Sensogram Technologies, Inc.
Fall Sensing and Medical Alert Systems	WIPO	PCT/US2018/05 2776	WO2019067489	September 26, 2018	Sensogram Technologies, Inc.
Fall Sensing and Medical	United States	16/142,535	20190099114 A1	September	Sensogram

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Alert Systems				26, 2018	Technologies, Inc.
Photoplethysmographic Wearable Blood Pressure Monitoring System and Methods	United States	15/897,876	20180235489 A1	February 18, 2018	Sensogram Technologies, Inc.
Integrated Biosensor	United States	15/897,884	20180235483 A1	February 15, 2018	Sensogram Technologies, Inc.
Photoplethysmographic Wearable Blood Pressure Monitoring System and Methods	WIPO	PCT/US2017/06 3833	WO2018102486	November 30, 2011	Sensogram Technologies, Inc.
Integrated Biosensor	WIPO	PCT/US2018/01 8159	WO2018152186	February 14, 2018	Sensogram Technologies, Inc.
Photoplethysmographic Wearable Blood Pressure Monitoring System and Methods	WIPO	PCT/US2018/01 8165	WO2018152189	February 14, 2018	Sensogram Technologies, Inc.

[END OF SCHEDULE 1]

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### SCHEDULE 2

## TRADEMARKS

# **Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
SENSOTRACK	United States	5655991	January 15, 2019	Sensogram Technologics, Inc.
SENSOGRAM	United States	5655990	January 15, 2019	Sensogram Technologies, Inc.
SENSOSCAN	United States	5223687	June 13, 2017	Sensogram Technologies, Inc.

# **Trademark Applications**

Mark	Jurisdiction	Serial Number	ITU STATUS	Filing Date	Record Owner
SENSOGRAM	United States	87818413	N/A	March 2, 2018	Sensogram Technologies, Inc.
SENSORING	United States	87661716	Statement of Use not yet filed	October 26, 2017	Sensogram Technologies, Inc.
SENSOS	United States	86973711	Statement of Use not yet filed	April 13, 2016	Sensogram Technologies, Inc.
SENSOBEAT	United States	86947959	Statement of Use not yet filed	March 22, 2016	Sensogram Technologies, Inc.
SENSOBAND	United States	86696035	Statement of Use not yet filed	July 17, 2015	Sensogram Technologies, Inc.

[END OF SCHEDULE 2]

SCHEDULE 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT -- Solo Page

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## SCHEDULE 3

# **COPYRIGHTS**

[END OF SCHEDULE 3]

SCHEDULE 3 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT - Solo Page PATENT

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