

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6468652

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TRUEFIRE, LLC	12/24/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PACIFIC MERCANTILE BANK
<b>Street Address:</b>	949 SOUTH COAST DRIVE
<b>Internal Address:</b>	3RD FLOOR
<b>City:</b>	COSTA MESA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92626
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8515334
<b>Patent Number:</b>	7640322
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	212.940.6562
<b>Email:</b>	joanne.arnold@katten.com
<b>Correspondent Name:</b>	JOANNE BL ARNOLD
<b>Address Line 1:</b>	KATTEN
<b>Address Line 2:</b>	575 MADISON AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022-2585
<b>ATTORNEY DOCKET NUMBER:</b>	394835.00001
<b>NAME OF SUBMITTER:</b>	JOANNE BL ARNOLD
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	12/24/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 4</b>	
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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of December 24, 2020, by TrueFire, LLC, a Florida limited liability company (the “**Grantor**”), in favor of PACIFIC MERCANTILE BANK (the “**Lender**”).

### WITNESSETH:

WHEREAS, the Grantor is party to a Loan and Security Agreement, dated as of even date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**LSA**”), in favor of the Lender pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the LSA, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LSA and used herein have the meaning given to them in the LSA.

SECTION 2. Grant of Security Interest in Patent and Patent License Collateral. The Grantor hereby pledges and grants to the Lender a lien on and security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Patents of the Grantor, including the Patents listed on Schedule I attached hereto;
- B. all proceeds of any and all of the foregoing; and
- C. all rights to sue for past, present or future infringements thereof.

SECTION 3. Loan and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the LSA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patents made and granted hereby are more fully set forth in the LSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the LSA, the provisions of the LSA shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the LSA, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

TRUEFIRE, LLC

By: 

Name: Bart Chinnici

Title: Secretary and Treasurer

Accepted and Agreed:

**PACIFIC MERCANTILE BANK,**  
as Lender

By: \_\_\_\_\_

Name: James Lee  
Title: SVP

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patents:**

Description	Patent No.	Patent Date
SYSTEMS AND METHODS FOR DELIVERING AND PRESENTING PERSONALIZED EDUCATIONAL LESSONS	8,515,334	8/20/2013
SYSTEMS AND METHODS FOR PRODUCING, MANAGING, DELIVERING, RETRIEVING, AND/OR TRACKING PERMISSION BASED COMMUNICATIONS	7,640,322	12/29/2009

**Patent Applications:**

Description	Application No.	Application Date
NONE.		