

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6469700

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SOLADOC, LLC	12/28/2020
RECEIVING PARTY DATA		
Name:	AVIDBANK	
Street Address:	1732 N. 1ST STREET, 6TH FLOOR	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95112	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16071833	
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>		
Phone:	6506483802	
Email:	PATTY@PATTYCHENG.COM	
Correspondent Name:	PATTY CHENG	
Address Line 1:	2625 MIDDLEFIELD RD., #215	
Address Line 4:	PALO ALTO, CALIFORNIA 94306	
NAME OF SUBMITTER:	PATTY CHENG	
SIGNATURE:	/s/ Patty Cheng	
DATE SIGNED:	12/28/2020	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 28, 2020 by and between **SOLADOC, LLC** an Indiana limited liability company ("**Grantor**") and **AVIDBANK**, a California corporation ("**Bank**").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of the date hereof and as amended from time to time (the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

Address of Grantor:

525 S. Meridian St, Suite 3A-1
Indianapolis, IN 46225
Attn: David Deram

SOLADOC, LLC

By: 

Print Name:

DAVID DERAM

Title:

CEO

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson

AVIDBANK

By: _____

Print Name: _____

Title: _____

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

Address of Grantor:

SOLADOC, LLC

525 S. Meridian St, Suite 3A-1
Indianapolis, IN 46225
Attn: David Deram

By: _____

Print Name: _____

Title: _____

Address of Bank:

AVIDBANK

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Diana Mattson

By: Mark Cameron

Print Name: Mark Cameron

Title: EVP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist ☒

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Title	Application Number / Patent Number	Application Date / Issue Date
System and Method to Manage Compliance of Regulated Products	16/071833	January 23, 2017

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist ☒

Description

Serial / Registration Number

Application /Registration Date

** — indicates dead, abandoned or cancelled trademark*