

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6568182

|   |  |
|---|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST             |
| <b>CONVEYING PARTY DATA</b>   |  |
| <b>Name</b>   | <b>Execution Date</b>                    |
| TRIPLEPOINT CAPITAL LLC   | 02/12/2021                               |
| <b>RECEIVING PARTY DATA</b>   |  |
| <b>Name:</b>  | CALLSIGN, INC.                           |
| <b>Street Address:</b>  | 2225 E. BAYSHORE RD                      |
| <b>City:</b>  | PALO ALTO                                |
| <b>State/Country:</b>   | CALIFORNIA                               |
| <b>Postal Code:</b>   | 94303                                    |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |
| <b>Property Type</b>  | <b>Number</b>                            |
| <b>Patent Number:</b>   | 9053318                                  |
| <b>Application Number:</b>  | 62129083                                 |
| <b>Application Number:</b>  | 14598673                                 |
| <b>Application Number:</b>  | 16019321                                 |
| <b>Application Number:</b>  | 16019358                                 |
| <b>CORRESPONDENCE DATA</b>  |  |
| <b>Fax Number:</b>  | (415)947-2099                            |
| <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>   | 4159472169                               |
| <b>Email:</b>   | qluflood@wsgr.com                        |
| <b>Correspondent Name:</b>  | WILSON SONSINI GOODRICH & ROSATI, P.C.   |
| <b>Address Line 1:</b>  | ONE MARKET PLAZA, SPEAR TOWER, SUITE 330 |
| <b>Address Line 4:</b>  | SAN FRANCISCO, CALIFORNIA 94105          |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 49360.000                                |
| <b>NAME OF SUBMITTER:</b>   | QUI LU FLOOD                             |
| <b>SIGNATURE:</b>   | /Qui Lu Flood/                           |
| <b>DATE SIGNED:</b>   | 02/24/2021                               |
| <b>Total Attachments: 25</b>  |  |
| source=CallSign_IP_Release_Executed#page1.tif   |  |

source=CallSign\_IP\_Release\_Executed#page2.tif  
source=CallSign\_IP\_Release\_Executed#page3.tif  
source=CallSign\_IP\_Release\_Executed#page4.tif  
source=CallSign\_IP\_Release\_Executed#page5.tif  
source=CallSign\_IP\_Release\_Executed#page6.tif  
source=CallSign\_IP\_Release\_Executed#page7.tif  
source=CallSign\_IP\_Release\_Executed#page8.tif  
source=CallSign\_IP\_Release\_Executed#page9.tif  
source=CallSign\_IP\_Release\_Executed#page10.tif  
source=CallSign\_IP\_Release\_Executed#page11.tif  
source=CallSign\_IP\_Release\_Executed#page12.tif  
source=CallSign\_IP\_Release\_Executed#page13.tif  
source=CallSign\_IP\_Release\_Executed#page14.tif  
source=CallSign\_IP\_Release\_Executed#page15.tif  
source=CallSign\_IP\_Release\_Executed#page16.tif  
source=CallSign\_IP\_Release\_Executed#page17.tif  
source=CallSign\_IP\_Release\_Executed#page18.tif  
source=CallSign\_IP\_Release\_Executed#page19.tif  
source=CallSign\_IP\_Release\_Executed#page20.tif  
source=CallSign\_IP\_Release\_Executed#page21.tif  
source=CallSign\_IP\_Release\_Executed#page22.tif  
source=CallSign\_IP\_Release\_Executed#page23.tif  
source=CallSign\_IP\_Release\_Executed#page24.tif  
source=CallSign\_IP\_Release\_Executed#page25.tif

## RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of February 12, 2021 by TriplePoint Capital LLC ("Lender") in favor of CALLSIGN, INC., a Delaware corporation ("Company").

### RECITAL

WHEREAS Company granted to Lender a security interest in the patents and trademarks described on the Plain English Intellectual Property Security Agreement dated as of March 22, 2019, attached hereto as Exhibit A (the "IPSA" and such intellectual property, collectively, the "Intellectual Property") and recorded with the US Patent and Trademark Office as set forth on the Notices of Recordation attached as Exhibit B.

WHEREAS Company has no outstanding obligations to Lender under the terms of the IPSA, Lender agrees to release its security interest in the Intellectual Property.

### AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT CAPITAL LLC

By: Christopher M. Mathieu

Name: Christopher M. Mathieu

Title: Chief Financial Officer

2755 Sand Hill Road, Suite 150

Menlo Park, CA 94025

T: (650) 233-2107

EXHIBIT A  
(IPSA)



**TRIPLEPOINT**  
CAPITAL

## **PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This is a Plain English Intellectual Property Security Agreement dated as of March 22, 2019, by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and CALLSIGN, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is CALLSIGN, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and CALLSIGN, INC.

The Parties and CALLSIGN LTD., a private limited company incorporated and registered under the laws of England and Wales with registered number 07277719, have entered into a Plain English Growth Capital Loan and Security Agreement dated as of March 22, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### **1. GRANT OF SECURITY INTEREST**

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

### **2. LOAN AGREEMENT**

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

### **3. OUR RIGHT TO SUE**

Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the IP Security Agreement (CallSign)

Intellectual Property Collateral. If We commence any such suit, You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

---

**4. FURTHER ASSURANCES**

---

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

---

**5. MODIFICATION**

---

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification solely to amend Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

---

**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

---

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

---

**7. GOVERNING LAW; COUNTERPARTS**

---

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: CALLSIGN, INC.

Signature: E. Hayat

Print Name: MOHAMMED UL HAYAT

Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IP Security Agreement (CallSign)

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

| Patent Name                     | Status and<br>Date Issued | Patent Number |
|---------------------------------|---------------------------|---------------|
| Anti-cloning system and method. | Issued on 06/09/2015      | 9053318       |

**PATENT APPLICATIONS**

| Name   | Status & Date Filed       | Application Number |
|--|---------------------------|--------------------|
| Decentralized user identification              | Applied for on 04/06/2015 | 62/129,083         |
| Personal identity control                      | Applied for on 01/16/2015 | 14598673           |
| Verification Request Authentication<br>Machine | Applied for on 06/26/2018 | 16/019,321         |
| Verification Request Authentication<br>Machine | Applied for on 06/26/2018 | 16/019,358         |



**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

| Name     | Date Filed or<br>Issued | Serial Number | Status |
|----------|-------------------------|---------------|--------|
| CALLSIGN | 08/26/2014              | 85347752      | Live   |
| CALLSIGN | 09/02/2014              | 85347756      | Live   |

**TRADEMARK APPLICATIONS**

None.

**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
And TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

None.

EXHIBIT B  
(Notices of Recordation)



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 29, 2019

PTAS

DLA PIPER LLP (US)  
401 B STREET, SUITE 1700  
SAN DIEGO, CA 92101

**505399934**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/28/2019

REEL/FRAME: 048731/0278  
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
CALLSIGN, INC.

DOC DATE: 03/22/2019

ASSIGNEE:  
TRIPLEPOINT CAPITAL LLC  
2755 SAND HILL ROAD, SUITE 150  
MENLO PARK, CALIFORNIA 94025

APPLICATION NUMBER: 13939488  
PATENT NUMBER: 9053318  
TITLE: ANTI-CLONING SYSTEM AND METHOD

FILING DATE: 07/11/2013  
ISSUE DATE: 06/09/2015

APPLICATION NUMBER: 14598673  
PATENT NUMBER:  
TITLE: PERSONAL IDENTITY CONTROL

FILING DATE: 01/16/2015  
ISSUE DATE:

APPLICATION NUMBER: 16019321  
PATENT NUMBER:  
TITLE: VERIFICATION REQUEST AUTHENTICATION MACHINE

FILING DATE: 06/26/2018  
ISSUE DATE:

APPLICATION NUMBER: 16019358  
PATENT NUMBER:  
TITLE: VERIFICATION REQUEST AUTHENTICATION MACHINE

FILING DATE: 06/26/2018  
ISSUE DATE:

APPLICATION NUMBER: 62129083

FILING DATE: 03/06/2015

PATENT NUMBER:

ISSUE DATE:

TITLE: DECENTRALIZED USER IDENTIFICATION

ASSIGNMENT RECORDATION BRANCH

PUBLIC RECORDS DIVISION



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of March 22, 2019, by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and CALLSIGN, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is CALLSIGN, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and CALLSIGN, INC.

The Parties and CALLSIGN LTD., a private limited company incorporated and registered under the laws of England and Wales with registered number 07277719, have entered into a Plain English Growth Capital Loan and Security Agreement dated as of March 22, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### 1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

### 2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

### 3. OUR RIGHT TO SUE

Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the IP Security Agreement (CallSign)

Intellectual Property Collateral. If We commence any such suit, You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

---

**4. FURTHER ASSURANCES**

---

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

---

**5. MODIFICATION**

---

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification solely to amend Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

---

**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

---

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

---

**7. GOVERNING LAW; COUNTERPARTS**

---

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: CALLSIGN, INC.

Signature: RM

Print Name: MOHAMMAD UL HAYAT

Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]



**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

| Patent Name                     | Status and<br>Date Issued | Patent Number |
|---------------------------------|---------------------------|---------------|
| Anti-cloning system and method. | Issued on 06/09/2015      | 9053318       |

**PATENT APPLICATIONS**

| Name   | Status & Date Filed       | Application Number |
|--|---------------------------|--------------------|
| Decentralized user identification              | Applied for on 04/06/2015 | 62/129,083         |
| Personal identity control                      | Applied for on 01/16/2015 | 14598673           |
| Verification Request Authentication<br>Machine | Applied for on 06/26/2018 | 16/019,321         |
| Verification Request Authentication<br>Machine | Applied for on 06/26/2018 | 16/019,358         |

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

| Name     | Date Filed or<br>Issued | Serial Number | Status |
|----------|-------------------------|---------------|--------|
| CALLSIGN | 08/26/2014              | 85347752      | Live   |
| CALLSIGN | 09/02/2014              | 85347756      | Live   |

**TRADEMARK APPLICATIONS**

None.

**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
And TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

None.



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 5, 2019

PTAS

DLA PIPER LLP (US)  
401 B STREET, SUITE 1700  
SAN DIEGO, CA 92101

**900491684**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/28/2019

REEL/FRAME: 6607/0967  
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:  
CALLSIGN, INC.

DOC DATE: 03/22/2019  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

ASSIGNEE:  
TRIPLEPOINT CAPITAL LLC  
  
2755 SAND HILL ROAD, SUITE 150  
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 85347752  
REGISTRATION NUMBER: 4593211  
MARK: CALLSIGN  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/16/2011  
REGISTRATION DATE: 08/26/2014

SERIAL NUMBER: 85347756  
REGISTRATION NUMBER: 4597494  
MARK: CALLSIGN  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 06/16/2011  
REGISTRATION DATE: 09/02/2014

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of March 22, 2019, by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and CALLSIGN, INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is CALLSIGN, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and CALLSIGN, INC.

The Parties and CALLSIGN LTD., a private limited company incorporated and registered under the laws of England and Wales with registered number 07277719, have entered into a Plain English Growth Capital Loan and Security Agreement dated as of March 22, 2019 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### 1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

### 2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

### 3. OUR RIGHT TO SUE

Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the IP Security Agreement (CallSign)

Intellectual Property Collateral. If We commence any such suit, You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

---

**4. FURTHER ASSURANCES**

---

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

---

**5. MODIFICATION**

---

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification solely to amend Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations (other than inchoate indemnity obligations) have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

---

**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

---

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

---

**7. GOVERNING LAW; COUNTERPARTS**

---

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: CALLSIGN, INC.

Signature: RM

Print Name: MOHAMMAD UL HAYAT

Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]



**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

| Patent Name                     | Status and<br>Date Issued | Patent Number |
|---------------------------------|---------------------------|---------------|
| Anti-cloning system and method. | Issued on 06/09/2015      | 9053318       |

**PATENT APPLICATIONS**

| Name   | Status & Date Filed       | Application Number |
|--|---------------------------|--------------------|
| Decentralized user identification              | Applied for on 04/06/2015 | 62/129,083         |
| Personal identity control                      | Applied for on 01/16/2015 | 14598673           |
| Verification Request Authentication<br>Machine | Applied for on 06/26/2018 | 16/019,321         |
| Verification Request Authentication<br>Machine | Applied for on 06/26/2018 | 16/019,358         |

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

| Name     | Date Filed or<br>Issued | Serial Number | Status |
|----------|-------------------------|---------------|--------|
| CALLSIGN | 08/26/2014              | 85347752      | Live   |
| CALLSIGN | 09/02/2014              | 85347756      | Live   |

**TRADEMARK APPLICATIONS**

None.

**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
Between CALLSIGN, INC., as You (Grantor)  
And TRIPLEPOINT CAPITAL LLC, as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

None.