

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6574689

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	FREIGHTVERIFY, INC.	02/26/2021
RECEIVING PARTY DATA		
Name:	MONTAGE CAPITAL II, L.P.	
Street Address:	900 EAST HAMILTON AVENUE, SUITE 100	
City:	CAMPBELL	
State/Country:	CALIFORNIA	
Postal Code:	95008	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16722683
CORRESPONDENCE DATA		
Fax Number:	(650)644-0520	
<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:	02/26/2021	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 26, 2021 by and between FreightVerify, Inc., a Delaware corporation ("Borrower") and Montage Capital II, L.P., a Delaware limited partnership ("Lender").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided, however, that such intellectual property shall not include any "intent-to-use" trademarks or applications therefor prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, unless and until acceptable evidence of use of the trademark application has been filed with and accepted by the United States Patent and Trademark Office pursuant to Sections 1(c) or 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, 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. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower 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 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 hereof.

[SIGNATURE PAGE FOLLOWS]

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

BORROWER:

FREIGHTVERIFY, INC.

Address of Borrower:

317 S. Main Street, Suite 400
Ann Arbor, MI 48104
Attn: Lorne Darnell, CEO

By: 

Name: LORNE J. DARNELL

Title: C.E.O.

LENDER:

MONTAGE CAPITAL II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Michael J. Rose

By: _____

Name: _____

Title: _____

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

BORROWER:

FREIGHTVERIFY, INC.

Address of Borrower:

317 S. Main Street, Suite 400
Ann Arbor, MI 48104
Attn: Lorne Darnell, CEO

By: _____

Name: _____


Title: _____

LENDER:

MONTAGE CAPITAL II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Michael J. Rose

By:  _____

Name: MICHAEL J. ROSE

Title: MANAGING DIRECTOR

SCHEDULE A

Copyrights

If None, check this box: ☒

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>

SCHEDULE B

Patents

Title/Description	Patent Number / Application Number	Issue Date / Application Date
SYSTEM AND METHOD FOR MONITORING LOGISTICAL LOCATIONS AND TRANSIT ENTITIES USING A CANONICAL MODEL	16/722683	December 20, 2019

SCHEDULE C

Trademarks

If None, check this box: ☒

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>

* — indicates dead, abandoned or cancelled trademark