

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6668730

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SENSORIANT, INC.	03/26/2021

RECEIVING PARTY DATA

Name:	FORTH VENTURES LLC
Street Address:	505 PARK AVENUE
Internal Address:	18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 69

Property Type	Number
Patent Number:	10771936
Patent Number:	10599691
Patent Number:	10289742
Patent Number:	10701165
Patent Number:	10698930
Patent Number:	10607019
Patent Number:	10380359
Patent Number:	9681254
Patent Number:	9913071
Patent Number:	9686630
Patent Number:	9715707
Patent Number:	10181148
Patent Number:	9913070
Patent Number:	9730232
Patent Number:	9763023
Patent Number:	9930522
Patent Number:	9210528
Patent Number:	9445351
Patent Number:	9635545

PATENT

Property Type	Number
Patent Number:	9232046
Patent Number:	10609527
Patent Number:	9913069
Patent Number:	9949060
Patent Number:	10003948
Patent Number:	10104518
Patent Number:	10405157
Patent Number:	10602314
Patent Number:	10791440
Patent Number:	10390289
Patent Number:	9552587
Patent Number:	10320781
Patent Number:	9471700
Patent Number:	10728020
Patent Number:	10764052
Patent Number:	10686601
Patent Number:	10614473
PCT Number:	US2014919
PCT Number:	US2016073
PCT Number:	US1814773
Application Number:	15742985
Application Number:	16826775
Application Number:	16365862
Application Number:	15352861
Application Number:	16916212
Application Number:	16536614
Application Number:	15877527
Application Number:	16836159
Application Number:	15636057
Application Number:	16783213
Application Number:	17034204
Application Number:	15833927
Application Number:	16514256
Application Number:	14798231
Application Number:	16687470
Application Number:	15943434
Application Number:	15874395
Application Number:	16483918

Property Type	Number
Application Number:	16436095
Application Number:	15267666
Application Number:	15801745
Application Number:	16751585
Application Number:	16778247
Application Number:	16942032
Application Number:	63042164
Application Number:	62923851
Application Number:	62934691
Application Number:	16940702
Application Number:	16940648
Application Number:	17149088

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: ROBERT F. SCHOFF

SIGNATURE: /Robert F. Schoff/

DATE SIGNED: 04/21/2021

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 18

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Sensoriant, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Forth Ventures LLC

Internal Address: _____

Street Address: 505 Park Avenue, 18th Floor

City: New York

State: NY

Country: USA Zip: 10022

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 26, 2021

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

See attached schedule

B. Patent No.(s)

See attached schedule

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Robert F. Schoff

Internal Address: _____

Street Address: Forth Management
505 Park Avenue, 18th Floor

City: New York

State: NY Zip: 10022

Phone Number: 917-392-5984

Docket Number: _____

Email Address: _____

6. Total number of applications and patents involved: 69

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature:

RF Schoff

Signature

Robert F. Schoff

Name of Person Signing

4-20-21

Date

Total number of pages including cover sheet, attachments, and documents:

18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 055997 FRAME: 0676

EXHIBIT A

THIS NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER SUCH ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SUCH ACT.

SECURED CONVERTIBLE PROMISSORY NOTE

[No. 1]

Date of Issuance

\$250,000.00

March 26, 2021

FOR VALUE RECEIVED, Sensoriant, Inc., a Delaware corporation (the “Company”), hereby promises to pay to the order of Forth Ventures LLC (the “Lender”), the principal sum of Two Hundred Fifty Thousand (\$250,000.00), together with interest thereon from the date of this Note. Interest shall accrue at a rate of five percent (5%) per annum, compounded annually. Unless earlier converted into Conversion Shares pursuant to Section 2.2 of that certain Note Purchase Agreement dated March 26, 2021 among the Company, Lender and certain other investors (the “Purchase Agreement”), the principal and accrued interest shall be due and payable by the Company on demand by the Lender at any time after the earlier of: (i) the Maturity Date (as defined in the Purchase Agreement) and (ii) the closing of the Next Equity Financing.

This Note is one of a series of Notes issued pursuant to the Purchase Agreement, and capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

1. Payment. All payments shall be made in lawful money of the United States of America at the principal office of the Company, or at such other place as the holder hereof may from time to time designate in writing to the Company. Payment shall be credited first to Costs (as defined below), if any, then to accrued interest due and payable and any remainder applied to principal. Prepayment of principal, together with accrued interest, may not be made without the Requisite Noteholders’ consent. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

2. Security. This Note is secured under that certain Security Agreement (the “Security Agreement”) between the Company and the Lender of even date herewith, attached hereto as Exhibit A. Reference is hereby made to the Security Agreement for a description of the nature and extent of the security for this Note and the rights with respect to such security of the holder of this Note.

3. Conversion of the Notes. This Note and any amounts due hereunder shall be convertible into Conversion Shares in accordance with the terms of Section 2.2 of the Purchase Agreement. As promptly as practicable after the conversion of this Note, the Company at its expense shall issue and deliver to the holder of this Note, upon surrender of the Note, a certificate or certificates for the number of full Conversion Shares issuable upon such conversion.

4. Amendments and Waivers; Resolutions of Dispute; Notice. The amendment or waiver of any term of this Note, the resolution of any controversy or claim arising out of or relating to this Note and the provision of notice shall be conducted pursuant to the terms of the Purchase Agreement.

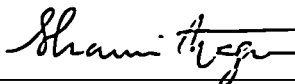
5. Successors and Assigns. This Note applies to, inures to the benefit of, and binds the successors and assigns of the parties hereto; provided, however, that the Company may not assign its obligations under this Note without the written consent of the Requisite Noteholders. Any transfer of this Note may be effected only pursuant to the Purchase Agreement and by surrender of this Note to the Company and reissuance of a new note to the transferee. The Lender and any subsequent holder of this Note receives this Note subject to the foregoing terms and conditions, and agrees to comply with the foregoing terms and conditions for the benefit of the Company and any other Lenders.

6. Officers and Directors not Liable. In no event shall any officer or director of the Company be liable for any amounts due and payable pursuant to this Note.

7. Expenses. The Company hereby agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by the holder of this Note in endeavoring to collect any amounts payable hereunder which are not paid when due, whether by declaration or otherwise (collectively, "Costs"). The Company agrees that any delay on the part of the holder in exercising any rights hereunder will not operate as a waiver of such rights. The holder of this Note shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by the party or parties waiving such rights or remedies.

8. Governing Law. This Note shall be governed by and construed under the laws of the State of Delaware as applied to other instruments made by Delaware residents to be performed entirely within the State of Delaware.

Sensoriant, Inc.

By: 

Name: Shamim Naqvi

Title: CEO

SECURITY AGREEMENT

This Security Agreement dated as of March 26, 2021 (the "Agreement") by and among Sensoriant, Inc., a Delaware corporation located at 19 Spring Valley Rd. Harrison, N.J. (the "Borrower"), [], for itself and as nominee for certain affiliated entities, in its capacity as the initial Collateral Agent (the "Collateral Agent"), and the parties listed on Schedule A attached hereto, each of which is a party to that certain Note Purchase Agreement (the "Purchase Agreement") dated March 26, 2021, as a holder of a series of "Notes" issued thereunder (each a "Secured Party" and together, the "Secured Parties").

The Borrower and the Secured Parties hereby agree as follows:

1. Certain Definitions.

(a) "Collateral" shall mean the property described on Exhibit A hereto.

(b) "Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any agreement to give or refrain from giving a lien, mortgage, pledge, hypothecation, assignment, deposit arrangement, security interest, charge, claim or other encumbrance of any kind.

(c) "Permitted Liens" means: (i) Liens imposed by law, such as carriers', warehousemen's, materialmen's and mechanics' liens, or Liens arising out of judgments or awards against Borrower with respect to which Borrower at the time shall currently be prosecuting an appeal or proceedings for review, (ii) Liens for taxes not yet subject to penalties for nonpayment and Liens for taxes the payment of which is being contested in good faith and by appropriate proceedings and for which, to the extent required by generally accepted accounting principles then in effect, proper and adequate book reserves relating thereto are established by Borrower, (iii) Liens incurred or deposits made in the ordinary course of Debtor's business in connection with worker's compensation, unemployment insurance, social security and other like laws; (iv) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (v) Liens to which the Requisite Noteholders have expressly consented in writing; and (vi) Liens in favor of the Collateral Agent on behalf of the Secured Parties.

(d) "UCC" means the Uniform Commercial Code as in effect in the State of Delaware from time to time.

All capitalized terms not otherwise defined herein shall have the respective meanings given in the Purchase Agreement. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Security Agreement.

(a) Grant. Borrower, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Collateral Agent a second priority security interest in and Lien on all of the Collateral now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest.

(b) Borrower Remains Liable. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Collateral Agent or any Secured Party of any of the rights hereunder shall not release the Borrower from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral and (iii) neither the Collateral Agent nor the Secured Parties shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Collateral Agent or Secured Parties be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until indefeasible payment and performance in full of all of the Obligations.

3. Obligations Secured. The security interest granted hereby secures payment of all amounts owed pursuant to a series of Notes of the Borrower (the "Notes") issued by the Borrower to the Secured Parties pursuant to the Purchase Agreement and all other obligations of the Borrower to the Secured Parties under the Notes and the Purchase Agreement, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Borrower hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding (collectively, the "Obligations").

4. Borrower's Representations, Warranties And Covenants. Borrower hereby represents, warrants and covenants to the Secured Parties that:

(a) Borrower's principal place of business is the address set forth above and Borrower keeps its records concerning accounts, contract rights and other property at that location. Borrower will promptly notify the Secured Parties in writing of the establishment of any new place of business where any of the Collateral is kept. Borrower is a corporation organized under the laws of the State of Delaware. Borrower will notify the Secured Parties prior to changing either its form or jurisdiction of organization.

(b) Borrower has the authority and has obtained all approvals and consents necessary to enter into this Agreement, and Borrower's execution, delivery and performance of this Agreement will not violate or conflict with the terms of Borrower's Amended and Restated Certificate of Incorporation, as amended to the date hereof, or Bylaws, as amended to the date hereof, or any law, agreement, or other instrument or writing to which Borrower is party or by which is it bound.

(c) Borrower will at all times keep in a manner reasonably satisfactory to the Secured Parties accurate and complete records of the Collateral and will keep such Collateral insured to the extent similarly situated companies insure their assets. The Collateral Agent and each of the Secured Parties shall be entitled, at reasonable times and intervals after reasonable notice to Borrower, to enter Borrower's premises for purposes of inspecting the Collateral and Borrower's books and records relating thereto.

(d) Borrower will not create or permit to be created or suffer to exist any Lien, except Permitted Liens, of any kind on any of the Collateral.

(e) Borrower shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by Borrower with respect to the Collateral.

(f) (i) Borrower is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Borrower acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (ii) upon the filing of UCC-1 financing statements in the appropriate filing offices, the Collateral Agent has (or in the case of after-acquired Collateral, at the time Borrower acquires rights therein, will have) a second priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (iii) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; and (iv) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (v) the originals of all documents evidencing all accounts receivable and payment intangibles of Borrower and the only original books of account and records of Borrower relating thereto are, and will continue to be, kept at the address of the Borrower set forth above. To the Borrower's knowledge, as of the date hereof, there is no claim by any third party that any patents, trademarks, copyrights or mask works of the Borrower are invalid and unenforceable or do or may violate the rights of any person or entity.

(g) Other Financing Statements. Other than financing statements, security agreements, chattel mortgages, assignments, copyright security agreements or collateral assignments, patent or trademark security agreements or collateral assignments, fixture filings and other agreements or instruments executed, delivered, filed or recorded for the purpose of granting or perfecting any Lien (collectively, "Financing Statements") existing as of the date hereof and disclosed to the Secured Parties or arising after the date hereof in connection with any Permitted Lien and Financing Statements in favor of the Secured Parties, no effective Financing

Statement naming the Borrower as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

(h) Notices, Reports and Information. The Borrower will (i) notify the Secured Parties of any material claim made or asserted against the Collateral by any person or entity and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or the Collateral Agent's Lien thereon; (ii) furnish to the Secured Parties such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Collateral Agent or any Secured Party may reasonably request, all in reasonable detail; (iii) upon request of any Secured Party make such demands and requests for information and reports as the Borrower is entitled to make in respect of the Collateral; and (iv) notify the Collateral Agent and the Secured Parties at least ten (10) days prior to the consummation of any equity or debt financing of the Borrower and/or any Corporate Transaction (as defined in the Purchase Agreement).

(i) Disposition of Collateral. Borrower will not (i) surrender or lose possession of (other than to the Secured Parties), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, including without limitation to any direct or indirect subsidiary of Borrower, except to the extent permitted by this Agreement, or (ii) remove any of the Collateral from its present location within the State of California without the prior written consent of the Collateral Agent. Furthermore, Borrower agrees that following the occurrence and during the continuance of an Event of Default, Borrower shall not compromise, settle or adjust any account or renew or extend the time of payment thereof without the Collateral Agent's prior written consent.

(j) Negative Covenants. Borrower will not and will cause each Subsidiary to not (i) make any investments in, or loans or advances to, any person, other than in the ordinary course of business as currently conducted, (ii) acquire any assets other than in the ordinary course of business as currently conducted, (iii) make any distributions or pay any dividends to any person on account of Borrower's shares of capital stock, provided that this restriction shall not apply to the repurchase of shares of Borrower's Common Stock at a price not to exceed the original purchase price thereof from employees, officers, directors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements approved by Borrower's Board of Directors under which this corporation has the option to repurchase such shares upon the termination of employment or service or pursuant to a right of first refusal, (iv) create, incur, assume or suffer to exist any lien with respect to any of its property, or assign or otherwise convey any right to receive income, including the sale of any of Borrower's accounts, or (v) suffer or permit any subsidiary to be a party to, or be bound by, an agreement that restricts such Subsidiary from paying dividends or otherwise distributing property to Borrower.

(k) Further Assurances. At any time and from time to time, upon the written request of the Collateral Agent, and at the sole expense of Borrower, Borrower shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Collateral Agent may reasonably deem desirable to obtain the full

benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) to secure all consents and approvals necessary or appropriate for the grant of a security interest to the Collateral Agent in any Collateral held by Borrower or in which Borrower has any rights not heretofore assigned, (ii) filing any financing or continuation statements under the UCC with respect to the security interests granted hereby, (iii) transferring Collateral to the Collateral Agent's possession (if a security interest in such Collateral can be perfected by possession) and (iv) using its best efforts to obtain waivers of liens from landlords and mortgagees. If any amount payable under or in connection with any of the Collateral is or shall become evidenced by any instrument, such instrument, other than checks and notes received in the ordinary course of business, shall be duly endorsed in a manner satisfactory to the Collateral Agent and delivered to the Collateral Agent promptly upon Borrower's receipt thereof.

(l) Fees and Costs. Borrower shall pay all expenses, including reasonable attorneys' fees, incurred by the Collateral Agent or any Secured Party in the preservation, realization, enforcement or exercise of any rights of the Collateral Agent or any Secured Party under this Agreement.

5. Financing Statements. Borrower shall at its cost execute any Financing Statement (including without limitation the filing of notices with the Copyright Office and the Patent and Trademark Office), in respect of any security interest created pursuant to this Agreement which may at any time be required or which, in the opinion of the Collateral Agent, may at any time be desirable. If any recording or filing thereof (or the filing of any statements of continuation or assignment of any financing statement) is required to protect and preserve such lien or security interest, Borrower shall at its cost execute the same at the time and in the manner requested by the Collateral Agent. To the fullest extent permitted by applicable law, the Borrower authorizes the Collateral Agent, and any agent acting on behalf of any Collateral Agent, to file any such Financing Statements without the signature of the Borrower.

6. Borrower's Rights Until Default. So long as an Event of Default does not exist, Borrower shall have the right to possess the Collateral, manage its property and sell its inventory in the ordinary course of business.

7. Event of Default. An "Event of Default" shall exist under this Agreement upon the occurrence of any Event of Default, as defined in the Purchase Agreement.

8. Rights and Remedies on Event of Default.

(a) During the continuance of an Event of Default, the Collateral Agent, shall have the right, itself or through any of its agents, with or without notice to Borrower (as provided below), as to any or all of the Collateral, by any available judicial procedure, or without judicial process (provided, however, that it is in compliance with the UCC), to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, the Collateral Agent shall have the right to declare all amounts outstanding under the Purchase Agreement and the Notes issued thereunder to be immediately due and payable, and thereupon all such amounts shall be and become immediately due and payable to the Secured Parties. Furthermore, the Collateral Agent shall have the right to dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for

cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Collateral Agent, in its sole discretion, may deem advisable, and the Collateral Agent shall have the right to purchase at any such sale. Borrower agrees that a notice sent at least ten (10) days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. The proceeds of any such sale, or other Collateral disposition shall be applied, first to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the Collateral Agent's reasonable attorneys' fees and legal expenses, and then to the Obligations and to the payment of any other amounts required by applicable law, after which the Collateral Agent shall account to Borrower for any surplus proceeds. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which Secured Parties are legally entitled, Borrower shall be liable for the deficiency, together with interest thereon at the rate of 10% per annum, and the reasonable fees of any attorneys the Collateral Agent employs to collect such deficiency; provided, however, that the foregoing shall not be deemed to require Secured Parties to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from Borrower. To the extent permitted by applicable law, Borrower waives all claims, damages and demands against the Collateral Agent and the Secured Parties arising out of the retention or sale or lease of the Collateral or other exercise of the Collateral Agent's or the Secured Parties' rights and remedies with respect thereto.

(b) Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all Borrower's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Borrower, its successors and assigns, and against all persons and entities claiming the Collateral sold or any part thereof under, by or through Borrower, its successors or assigns.

(c) Borrower hereby appoints Collateral Agent, and any officer, employee or agent of the Collateral Agent, with full power of substitution, as Borrower's true and lawful attorney-in-fact, effective as of the date hereof, with power, upon the representative's election, in its own name or in the name of Borrower, during the continuance of an Event of Default, (i) to endorse any notes, checks, drafts, money orders, or other instruments of payment in respect of the Collateral that may come into Secured Parties' possession, (ii) to sign and endorse any drafts against Borrower, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (iii) to pay or discharge taxes or Liens at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to notify persons and entities obligated with respect to the Collateral to make payments directly to the Collateral Agent or the Secured Parties; and (vi) generally to do, at Secured Parties' option and at Borrower's expense, at any time, or from time to time, all acts and things which the Collateral Agent deems necessary to protect, preserve and realize upon the Collateral and Secured Parties' security interest therein to effect the intent of this Agreement, all as fully and effectually as Borrower might or could do; and Borrower hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable as long as any of the Secured Obligations are outstanding.

(d) All of Secured Parties' rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

9. Secured Parties' Rights; Borrower Waivers.

(a) The Collateral Agent's acceptance of partial or delinquent payment from Borrower under any Notes or hereunder, or the Collateral Agent's failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Borrower hereunder, or any right of the Collateral Agent or any Secured Parties hereunder, and shall not affect in any way the right to require full performance at any time thereafter.

(b) The Borrower waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling of the Collateral or other collateral or security for the Obligations; (ii) any right to require the Collateral Agent (A) to proceed against any person or entity, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Collateral Agent's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Collateral Agent and any Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral. Borrower waives the benefits of California Civil Code sections 2809, 2810, 2819, 2845, 2847, 2848, 2849, 2850, 2899 and 3433.

10. Borrower Insolvency. If Borrower becomes insolvent or is adjudicated bankrupt or files a petition for reorganization, arrangement, composition or similar relief under any present or future provision of the United States Bankruptcy Code, or if such a petition is filed against Borrower, and in any such proceeding some or all of any indebtedness or obligations under the Purchase Agreement or the Notes issued thereunder are terminated or rejected or any obligation of Borrower is modified or abrogated, or if Borrower's obligations are otherwise avoided for insolvency, bankruptcy or any similar reason, Borrower agrees that Borrower's liability hereunder shall not thereby be affected or modified and such liability shall continue in full force and effect as if no such action or proceeding had occurred. This Agreement shall continue to be effective or be reinstated, as the case may be, if any payment must be returned by the Collateral Agent or any Secured Party upon the insolvency, bankruptcy or reorganization of Borrower or any other person, or otherwise, as though such payment had not been made.

11. Collateral Agent.

(a) The Borrower acknowledges that (i) the rights and responsibilities of the Collateral Agent under this Agreement or arising out of this Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the matters as among the Secured Parties and the Collateral Agent to which the Borrower shall not be a third party or other beneficiary; and (ii) as between the Collateral Agent and the Borrower, the Collateral Agent shall be conclusively presumed to be acting as agent for itself and the Secured Parties with full and valid authority so to act or refrain from acting.

(b) As to any matters not expressly provided for by this Agreement, the Collateral Agent shall not be required to exercise (or refrain from exercising) any discretion or to take any action. Nothing in this Agreement shall, or shall be construed to, make or deem the Collateral Agent a trustee or fiduciary for any Secured Party and no implied covenants, functions, responsibilities, duties obligations or liabilities shall be read into this Agreement or otherwise exist against the Collateral Agent. Except as otherwise expressly provided herein, the Collateral Agent shall have and may use its sole discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions that the Collateral Agent is entitled to take hereunder or thereunder.

(c) Neither the Collateral Agent nor any representative of the Collateral Agent shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement, except to the extent of its or his or her gross negligence or willful misconduct. The Collateral Agent shall be entitled to rely upon any written notice, certificate, facsimile, telex, cable, statement, order or other document or telephone conversation believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper person or persons and, with respect to legal matters, to act upon the advice of legal counsel selected by it concerning all matters pertaining to this Agreement, and its duties hereunder and thereunder and shall not be liable to any of the other parties hereto for any of the consequences of such reliance. Without limitation of the generality of the foregoing, the Collateral Agent: (i) may treat the payee of any Note as the holder thereof until the Collateral Agent receives written notice of the assignment or transfer thereof signed by such payee and in form satisfactory to the Collateral Agent; (ii) may consult with legal counsel (including counsel for Borrower or any of the Secured Parties), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (iii) makes no warranty or representation to any Secured Party; (iv) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of the Notes, the Purchase Agreement or this Agreement or to inspect the property (including the books and records) of Borrower; and (v) shall not be responsible to any Secured Party for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, the Purchase Agreement or any Note.

(d) The Secured Parties, ratably according to their respective interests in the Notes, agree to indemnify the Collateral Agent and its representatives against, and to hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to each of such parties, which may be imposed on, suffered or incurred by, or asserted against, such parties, in any way related to or arising out of this Agreement, the Purchase Agreement, the Notes or any of the transactions contemplated hereby or thereby, or any action taken or omitted by the Collateral Agent in connection with any of the foregoing when acting as or in its capacity as the Collateral Agent, rather than as a Secured Party; provided that no Secured Party shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of the Collateral Agent.

(e) To the extent not paid by the Borrower promptly following demand by the Collateral Agent, the Secured Parties, on a pro rata basis, agree to reimburse the Collateral Agent for all the expenses reasonably incurred by the Collateral Agent and all other fees and expenses incurred by the Collateral Agent, in its capacity as the Collateral Agent, rather than as a Secured Party, in connection the enforcement of the Notes, the Purchase Agreement and this Agreement (including, without limitation, the costs of suing for and recovering any sum due to the Secured Parties thereunder and hereunder).

12. Unequal Payment by Borrower. Each Secured Party agrees that if it shall obtain or receive, through the exercise of any right granted to the Secured Parties under this Agreement, the Purchase Agreement or the Notes or by applicable law, including, but not limited to any right of set-off, any secured claim under Section 506 of the Bankruptcy Code or any other security or interest, any payment or payments greater than its pro rata share of all Obligations then owed to the Secured Parties, as measured immediately prior to the receipt of such payment or payments, then the Secured Parties will take such action as is necessary or appropriate so that each Secured Party shall have received payments in proportion to its pro rata share of all Obligations then owed to the Secured Parties immediately prior to such transactions.

13. Miscellaneous.

(a) Amendment and Waiver. Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by the Requisite Noteholders and by the Borrower; and waiver on one occasion shall not operate as a waiver on any other occasion.

(b) Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to such party at the address set forth below, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

(c) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto, including, without limitation, all future holders of the Notes.

(d) Governing Law. The laws of the State of California shall govern the construction of this Agreement, without giving effect to the principles of conflicts of laws thereof (except to the extent governed by the UCC).

(e) Counterparts. 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 one and the same instrument.

(f) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(g) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(h) Venue. Borrower, the Collateral Agent and the Secured Parties agree that all actions or proceedings arising in connection with the Notes shall be tried and litigated only in the state and federal courts located in California or, at the Collateral Agent's option, any court in which the Collateral Agent determines it is necessary or appropriate to initiate legal or equitable proceedings in order to exercise, preserve, protect or defend any of rights and remedies of the Collateral Agent and the Secured Parties hereunder or the Notes or otherwise or to exercise, preserve, protect or defend the Collateral Agent's Lien, and the priority thereof, against the Collateral, and which has subject matter jurisdiction over the matter in controversy. Borrower waives any right it may have to assert the doctrine of forum non conveniens or to object to such venue, and consents to any court ordered relief. Borrower waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be promptly served and shall confer personal jurisdiction if served by registered or certified mail to Borrower. If Borrower fails to appear or answer any summons, complaint, process or papers so served within thirty (30) days after the mailing or other service thereof, it shall be deemed in default and an order of judgment may be entered against it as demanded or prayed for in such summons, complaint, process or papers. The choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action hereunder or the Notes to enforce the same, in any appropriate jurisdiction.

(i) Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALING OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

(j) Definitions. Except as set forth in Section I(a) or as otherwise defined herein, capitalized terms shall have the meaning set forth in the Purchase Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

BORROWER:

SENSORIANT, INC.

By: *Shamim Naqvi*

Name: Shamim Naqvi

Title: CEO

COLLATERAL AGENT

[]

By:

Name:

Title:

Address: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

SECURED PARTY:

Forth Ventures LLC
Name

By: Robert Ravcci

Name: Robert Ravcci

Title: Managing Member

Address: 505 Park Ave 18th floor

NEW YORK NY 10022

Schedule A

SECURED PARTIES

- Forth Ventures LLC
505 Park Avenue 19th Floor
NEW York, NY 10022

EXHIBIT A

DESCRIPTION OF COLLATERAL

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

- a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), commercial tort claims, deposit accounts, securities accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), contract rights and general intangibles (including payment intangibles and software), goods (including fixtures and machinery), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions, and including any components or raw materials thereof), investment property and other financial assets (including securities and securities entitlements), letter of credit rights and certificates of deposit, money (including tangible and electronic forms), deposit accounts, securities accounts and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records, in all cases now owned or hereafter acquired;
- b) The Collateral shall include all copyrights, patents, trademarks, service marks and applications therefor, now owned or hereafter acquired, and any claims for damages by way of any past, present and future infringement of any of the foregoing (collectively, the "Intellectual Property"); provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the foregoing (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically, and effective as of the Closing Date, include the Intellectual Property to the extent necessary to permit perfection of Secured Parties' security interest in the Rights to Payment.
- c) Any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time.
- d) All enumerated Granted Patents and Patents under application on the page entitled "Sensoriant, Inc. Collateral in connection with Security Agreement dated March 26, 2021 between Sensoriant, Inc. & Forth Vetnures, LLC" which is part of this Security Agreement and marked as Exhibit B.

Sensoriant, Inc.

Collateral in connection with Security Agreement dated March 26, 2021 between Sensoriant, Inc. & Forth Ventures, LLC

Granted Patents		Under Application	
	Patent #		Application #
1	10,771,936	1	16822094.5
2	10,599,691	2	15/742,985
3	10,289,742	3	16/826,775
4	10,701,165	4	17166466.7
5	10,698,930	5	16/365,862
6	10,607,019	6	2016402395
7	10,380,359	7	15/352,861
8	9,681,254	8	16898860.8
9	9,913,071	9	10-2018-7030243
10	9,686,630	10	201680084594.6
11	9,715,707	11	16/916,212
12	10,181,148	12	16849688.3
13	9,913,070	13	201780049413.0
14	9,730,232	14	10-2019-7007970
15	9,763,023	15	17849714.5
16	9,930,522	16	201780055787.3
17	9,210,528	17	17837826.1
18	9,445,351	18	PCT/US18/14773
19	9,635,545	19	16/536,614
20	9,232,046	20	15/877,527
21	10,609,527	21	16/783,213
22	9,913,069	22	16/836,159
23	9,949,060	23	17/034,204
24	10,003,948	24	15/636,057
25	10,104,518	25	16/783,213
26	10,405,157	26	16/836,159
27	10,602,314	27	17/034,204
28	10,791,440	28	15/636,057
29	9,681,254	29	15/833,927
30	9,913,071	30	16/514,256
31	9,686,630	31	14/798,231
32	9,715,707	32	16/687,470
33	10,181,148	33	15/943,434
34	9,913,070	34	15/874,395
35	9,730,232	35	16/483,918
36	9,763,023	36	16/436,095
37	9,930,522	37	15/267,666
38	9,210,528	38	15/801,745
39	9,445,351	39	PCT/US20/14919
40	9,635,545	40	16/751,585
41	9,232,046	41	16/778,247
42	10,609,527	42	PCT/US20/16073
43	9,913,069	43	16/942,032
44	9,949,060	44	63/042,164
45	10,003,948	45	62/923,851
46	10,104,518	46	62/934,691
47	10,405,157	47	16/940,702
48	10,602,314	48	16/940,648
49	10,791,440	49	17/149,088
50	10,390,289		
51	9,552,587		
52	10,320,781		
53	9,471,700		
54	10,728,020		
55	10,764,052		
56	10,686,601		
57	10,614,473		

PATENT

RECORDED: 04/21/2021

REEL: 055997 FRAME: 0693