

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6691599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
SWYFT, INC.	02/26/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	NFS LEASING, INC.
<b>Street Address:</b>	900 CUMMINGS CENTER, SUITE 226-U
<b>City:</b>	BEVERLY
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01915

**PROPERTY NUMBERS Total: 26**

Property Type	Number
Application Number:	12806862
Application Number:	12589277
Application Number:	12798803
Application Number:	12804418
Application Number:	13228320
Application Number:	13271061
Application Number:	13150930
Application Number:	12589164
Application Number:	13915170
Application Number:	13786255
Application Number:	13915507
Application Number:	14224450
Application Number:	14331012
Application Number:	16756714
Application Number:	29312283
Application Number:	16395155
Application Number:	15539829
Application Number:	16556109
Application Number:	16530924
Application Number:	16530928

PATENT

Property Type	Number
Application Number:	16893363
Application Number:	17006704
Application Number:	16893389
PCT Number:	US2019048927
PCT Number:	US2019045004
PCT Number:	US2019045007

**CORRESPONDENCE DATA**

Fax Number: (617)502-5002  
*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: 617-248-5000  
Email: PatentDocket@choate.com  
Correspondent Name: CHOATE HALL & STEWART LLP-PATENT DOCKET  
Address Line 1: TWO INTERNATIONAL PLACE  
Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2013988-0000
NAME OF SUBMITTER:	PETER A. FLYNN
SIGNATURE:	/Peter A. Flynn/
DATE SIGNED:	05/04/2021

**Total Attachments: 8**  
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source=Patent Security Agreement-Swyft Inc#page8.tif

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of February 26, 2021, is made by **SWYFT, INC.**, Delaware corporation, ("Swyft"), **NEWZOOM, LLC**, a Delaware limited liability company ("New Zoom" and together with Swyft, together, the "Grantors" and each individually, a "Grantor") in favor of **NFS LEASING, INC.**, a Massachusetts corporation (the "Secured Party").

WHEREAS, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to each Grantor in connection with (i) a certain Master Equipment Lease Number 2021-0209 of even date among the Grantors and the Secured Party (as amended, restated, or otherwise modified from time to time, the "Master Lease"); (ii) a certain Security Agreement of even date by Swyft in favor of the Secured Party (as amended, restated, or otherwise modified from time to time, the "Swyft Security Agreement"); (iii) a certain Security Agreement of even date by New Zoom in favor of the Secured Party (as amended, restated, or otherwise modified from time to time, the "New Zoom Security Agreement" and together with the Swyft Security Agreement, the "Security Agreements," and each a "Security Agreement"); and (iv) each other document, instrument, certificate and other item delivered and/or in connection with the foregoing (collectively, with this Agreement, the Master Lease, and each Security Agreement, the "Lease Documents"). Capitalized terms used herein are used as defined in the Lease Documents. Pursuant to the terms of the Lease Documents, each Grantor has granted to Secured Party a security interest in all of its assets, including its intellectual property.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreements.

2. Grant of Security Interest.

(a) Each Grantor hereby pledges and grants to Secured Party, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the below listed Property of such Grantor, whether now owned or hereafter acquired, and wherever located:

- (i) its patents and patent applications, whether in the United States or foreign, that are owned by such Grantor, or in which such Grantor has any right, title or interest, now or in the future, including without limitation the foregoing listed on Schedule I;
- (ii) all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property, in any event subject to the terms of any licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to any patents or patent rights, owned or used by third parties;
- (iii) all issues, re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;
- (iv) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed of the foregoing;
- (v) the right (but not the obligation) to make and prosecute applications for such patent;

- (vi) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (vii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (viii) any and all present or future rights and interests of the Grantor pursuant to any and all present and future licensing agreements in favor of the Grantor, or to which the Grantor is a party, pertaining to any patents or patent rights, owned or used by third parties in the present or future, including the right in the name of the Grantor or the Secured Party to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement; and
- (ix) all rights corresponding to any of the foregoing throughout the world (the "Patents").

(b) Each Grantor represents and warrants that Schedule 1 attached hereto sets forth any and all intellectual property rights to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or any other agency of any state or country responsible for the registration of any Patent, or similar protection, as applicable.

(c) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full of the Obligations, Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to each Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under this confirmatory grant.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Patent Office. The security interest granted hereby has been granted to Secured Party in connection with the Master Lease, each Security Agreement, and each of the other Lease Documents, and is expressly subject to the terms and conditions thereof. The Master Lease, each Security Agreement, and each of the other Lease Documents (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in each Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreements, the terms of the Security Agreements shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and all claims shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to any conflict of law principles except federal laws relating to national banks.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*

**SECURED PARTY:**

NFS LEASING, INC.

DocuSigned by:  
By: Mark Blaisdell  
E49F1470636144D...  
Mark Blaisdell, CFO

**GRANTORS:**

SWYFT, INC.

DocuSigned by:  
By: Gower Smith  
71B25CA979DB462  
Name: Gower Smith  
Title: CEO

NEWZOOM, LLC

DocuSigned by:  
By: Jordan Smith  
64A2BF124963478...  
Name: Jordan Smith  
Title: Director

**SCHEDULE 1****United States Patent Registrations and Applications**

Case Ref	Owner	Title	Country	Case Status	Application No.	Registration No.	Registration Date	
1.	18671.0010US01	SWYFT, INC.	MODULAR VENDING WITH CENTRALIZED ROBOTIC GANTRY	United States of America	Registered	12/806862	8392019	3/5/2013
2.	18671.0005USU1	SWYFT, INC.	INTERACTIVE AND 3-D MULTI-SENSOR TOUCH SELECTION INTERFACE FOR AN AUTOMATED RETAIL STORE, VENDING MACHINE, DIGITAL SIGN, OR RETAIL DISPLAY	United States of America	Registered	12/589277	8463430	6/11/2013
3.	18671.0007USU1	SWYFT INC.	CUSTOMER RETENTION SYSTEM AND PROCESS IN A VENDING UNIT, RETAIL DISPLAY OR AUTOMATED RETAIL STORE	United States of America	Registered	12/798803	8463431	6/11/2013
4.	18671.0015CNWO	SWYFT INC.	A SYSTEM AND METHOD FOR FACILITATING THE PROVISION OF GOODS	China	Published	201580076246.X		
5.	18671.0009USU1	SWYFT INC.	VIRTUAL VISUAL SELECTION MERCHANDISING INTERFACE	United States of America	Registered	12/804418	8473864	6/25/2013

Case Ref.	Owner	Title	Country	Case Status	Application No.	Registration No.	Registration Date	
6.	18671.0015GBWO	SWYFT INC.	A SYSTEM AND METHOD FOR FACILITATING THE PROVISION OF GOODS	United Kingdom	Published	1711863.9		
7.	18671.0010USC1	SWYFT INC.	DISPENSING MECHANISM FOR CENTRALIZED ROBOTIC GANTRY	United States of America	Registered	13/228320	8620472	12/31/2013
8.	18671.0010USI2	SWYFT INC.	INVENTORY STORAGE AND DISPENSING MECHANISM	United States of America	Registered	13/271061	8678232	3/25/2014
9.	18671.0014USU1	SWYFT INC.	MOBILE DEVICE ASSISTED RETAIL SYSTEM AND PROCESS IN A VENDING UNIT, RETAIL DISPLAY OR AUTOMATED RETAIL STORE	United States of America	Registered	13/150930	8781622	7/15/2014
10.	18671.0006USU1	NewZoom, LLC	VENDING STORE INVENTORY MANAGEMENT AND REPORTING SYSTEM	United States of America	Registered	12/603809	10319173	6/11/2019

Case Ref.	Owner	Title	Country	Case Status	Application No.	Registration No.	Registration Date	
11.	18671.0004USU1	SWYFT INC.	VENDING MACHINES WITH LIGHTING INTERACTIVITY AND ITEM-BASED LIGHTING SYSTEMS FOR RETAIL DISPLAY AND AUTOMATED RETAIL STORES	United States of America	Registered	12/589164	8082061	12/20/2011
12.	18671.0005USC1	SWYFT INC.	INTERACTIVE AND 3-D MULTI-SENSOR TOUCH SELECTION INTERFACE FOR AN AUTOMATED RETAIL STORE, VENDING MACHINE, DIGITAL SIGN, OR RETAIL DISPLAY	United States of America	Registered	13/915170	9229557	1/5/2016
13.	18671.0010USC3	SWYFT INC.	MODULAR VENDING WITH CENTRALIZED ROBOTIC GANTRY	United States of America	Registered	13/786255	9240091	1/19/2016
14.	18671.0007USC1	SWYFT INC.	CUSTOMER RETENTION SYSTEM AND PROCESS IN A VENDING UNIT, RETAIL DISPLAY OR AUTOMATED RETAIL STORE	United States of America	Registered	13/915507	9317476	4/19/2016
15.	18671.0008USWO	NewZoom, LLC	SYSTEMS, METHODS AND DEVICES FOR DISPENSING PRODUCTS FROM A KIOSK	United States of America	Registered	11/921322	8235247	8/7/2012
16.	18671.0010USC2	SWYFT INC.	INVENTORY STORAGE AND DISPENSING MECHANISM	United States of America	Registered	14/224450	9443372	9/13/2016
17.	18671.0014USC1	SWYFT INC.	MOBILE DEVICE ASSISTED RETAIL SYSTEM AND PROCESS IN A VENDING UNIT, RETAIL DISPLAY OR AUTOMATED RETAIL STORE	United States of America	Registered	14/331012	9472043	10/18/2016
18.	18671.0001CNWO	SWYFT, INC.	AN AUTOMATED STORE	China	Pending	201880072923.4		
19.	18671.0001USWO	SWYFT, INC.	AN AUTOMATED STORE	United States of America	Pending	16/756714		



Case Ref.	Owner	Title	Country	Case Status	Application No.	Registration No.	Registration Date
20. 18671.0003US01	SWYFT INC.	VENDING MACHINE WITH ENHANCED RETAIL DISPLAY FACADE	United States of America	Registered	29/312283	D593157	5/29/2009
21. 18671.0006USC1	SWYFT, INC.	VENDING STORE INVENTORY MANAGEMENT AND REPORTING SYSTEM	United States of America	Published	16/395155		
22. 18671.0011US01	NewZoom, LLC	AUTOMATED RETAIL SHELF UNIT	United States of America	Registered	29/391889	D650443	12/13/2011
23. 18671.0011US11	NewZoom, LLC	AUTOMATED RETAIL SHELF UNIT	United States of America	Registered	29/405343	D663359	7/10/2012
24. 18671.0015AUWO	SWYFT INC.	A SYSTEM AND METHOD FOR FACILITATING THE PROVISION OF GOODS	Australia	Pending	2015372369		
25. 18671.0015USWO	SWYFT INC.	A SYSTEM AND METHOD FOR FACILITATING THE PROVISION OF GOODS	United States of America	Published	15/539829		
26. 18671.0017USU1	SWYFT INC.	AUTOMATED STORE TECHNOLOGIES	United States of America	Application allowed	16/556109	10803434	

Case Ref.	Owner	Title	Country	Case Status	Application No.	Registration No.	Registration Date
27.	18671.0017WOU1	SWYFT, INC.	AUTOMATED STORE TECHNOLOGIES	Patent Cooperation Treaty	Published	PCT/US2019/04 8927	
28.	18671.0018USU1	SWYFT INC.	BELT CONVEYOR BUCKET	United States of America	Pending	16/530924	
29.	18671.0018WOU1	SWYFT, INC.	BELT CONVEYOR BUCKET	Patent Cooperation Treaty	Published	PCT/US2019/04 5004	
30.	18671.0019USU1	SWYFT INC.	DISPENSER OF SHELVED PRODUCTS	United States of America	Pending	16/530926	
31.	18671.0019WOU1	SWYFT, INC.	DISPENSER OF SHELVED PRODUCTS	Patent Cooperation Treaty	Published	PCT/US2019/04 5007	
32.	18671.0022USU1	Lincoln Smith SWYFT, Inc.	AUTOMATED DELIVERY SYSTEM FOR BRICK AND MORTAR RETAIL LOCATIONS	United States of America	Pending	16/893363	
33.		SWYFT, INC.	SYSTEM AND A METHOD FOR FACILITATING THE1080 PROVISION OF GOODS	United State of America	Pending	17/006704	
34.	18671.0022USU2	SWYFT, Inc.	PROCESSING TRANSACTIONS FOR AN UNATTENDED SELF-SERVICE VENDING KIOSK	United States of America	Pending	16/893389	