

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6782407

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BOUNDLESS NETWORK, INC.	06/04/2021
RECEIVING PARTY DATA	
Name:	FOCUS STRATEGIES CAPITAL ADVISORS, LLC
Street Address:	901 S. MOPAC EXPRESSWAY, BLDG. II, STE 350
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78746
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8065192
Patent Number:	8200697
Patent Number:	8595209
Patent Number:	8688505
Patent Number:	8788531
CORRESPONDENCE DATA	
Fax Number:	(512)505-6359
<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:	5124956059
Email:	khays@mcginnislaw.com
Correspondent Name:	KAY HAYS
Address Line 1:	600 CONGRESS AVENUE, SUITE 2100
Address Line 4:	AUSTIN, TEXAS 78701
NAME OF SUBMITTER:	KAY HAYS
SIGNATURE:	/s/ Kay Hays
DATE SIGNED:	06/25/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=FSCA Boundless - Patent Security Agreement#page1.tif	

source=FSCA Boundless - Patent Security Agreement#page2.tif
source=FSCA Boundless - Patent Security Agreement#page3.tif
source=FSCA Boundless - Patent Security Agreement#page4.tif

THIS PATENT SECURITY AGREEMENT IS SUBJECT TO THE SUBORDINATION PROVISIONS SET FORTH IN THE CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT BY AND AMONG FOCUS STRATEGIES CAPITAL ADVISORS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ZIONS BANCORPORATION, N.A. dba AMEGY BANK, BOUNDLESS NETWORK HOLDINGS LLC, A DELAWARE LIMITED LIABILITY COMPANY, BOUNDLESS NETWORK, INC. A DELAWARE CORPORATION, AND BOUNDLESS ACQUISITION, INC., A DELAWARE CORPORATION (INCLUDING EACH SUCH PARTY'S SUCCESSORS AND ASSIGNS). IN THE EVENT OF ANY CONFLICT BETWEEN THIS PATENT SECURITY AGREEMENT AND THE SUBORDINATION AND INTERCREDITOR AGREEMENT, THE SUBORDINATION AND INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. A COPY OF THE SUBORDINATION AND INTERCREDITOR AGREEMENT IS ON FILE AT THE OFFICE OF THE LENDER AND IS AVAILABLE FOR INSPECTION AT SUCH OFFICE.

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 4, 2021 (this "Agreement"), is made and entered into by Boundless Network, Inc., a Delaware corporation (the "Grantor") in favor of Focus Strategies Capital Advisors, LLC, a Texas limited liability company, (the "Lender").

RECITALS:

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (the "Loan Agreement"), among the Grantor, Boundless Acquisition, Inc., a Delaware corporation ("Acquisition") and together with Grantor, collectively, the "Borrowers"), Boundless Network Holdings LLC, a Delaware limited liability company, as a guarantor thereunder, and together with the other guarantors party thereto (the "Guarantors") and the Lender, the Lender has agreed to make a Loan to Grantor (capitalized terms used but not defined herein have the respective meanings assigned to them in the Loan Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers and the Lender, the Grantor has agreed to grant in favor of the Lender a perfected security interest in, and the Lender has agreed to become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the

following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Patent Collateral"):

(i) all patents and patent applications, the inventions and improvements described and claimed therein, and all patentable inventions, including but not limited to the patents and patent applications listed on Schedule A;

(ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, profits, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including damages and payments for past, present or future infringements thereof, (B) to sue for past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing throughout the world;

(iv) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Excluded Property (as defined in the Security Agreement) (including Grantor's rights or interests in any license, contract or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which the Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect).

The Grantor further acknowledges that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any conflicts or inconsistencies between this Agreement and the Loan Agreement or the Security Agreement, the provisions of the Loan Agreement or Security Agreement (as applicable) shall control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

BOUNDLESS NETWORK, INC.

By: Charley H. Dean

Name: Charley Dean

Title: President

**SCHEDULE A
TO
PATENT SECURITY AGREEMENT**

PATENTS

Name of Grantor	Patent Description	Patent Number	Issue Date
Boundless Network	Method & System for Tiered Pricing of Customized Base Products (GroupBuy)	US 8,065,192 B2	November 22, 2011
Boundless Network	Client Integrated Artwork/File Repository System	US 8,200,697 B1	June 12, 2012
Boundless Network, Inc.	Product Idea Sharing Algorithm	US 8,595,209 B1	November 26, 2013
Boundless Network	Method for Continuous Sampled Satisfaction Polling	US 8,688,505 B1	April 01, 2014
Boundless Network, Inc.	Client Integrated Artwork/File Repository System	US 8,788,531 B2	July 22, 2014

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
Boundless Network, Inc.	11/901043	September 14, 2007	60844566