

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6890304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DLVR, INC.	02/03/2020
RECEIVING PARTY DATA	
Name:	AKITA INVESTMENTS LLC
Street Address:	3101 N. CENTRAL AVE
Internal Address:	SUITE 1400
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85012
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10264042
Patent Number:	10142386
Patent Number:	10116720
Patent Number:	10084838
Patent Number:	9800639
Patent Number:	9661049
Patent Number:	9509742
Patent Number:	9426089
CORRESPONDENCE DATA	
Fax Number:	
<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:	602-791-6322
Email:	ggetto@gmail.com
Correspondent Name:	AKITA INVESTMENTS LLC
Address Line 1:	3101 N. CENTRAL AVE
Address Line 2:	SUITE 1400
Address Line 4:	PHOENIX, ARIZONA 85012
NAME OF SUBMITTER:	MEMBER
SIGNATURE:	/s/

PATENT

DATE SIGNED:	08/30/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 9 source=DLVR Sec Agmt#page1.tif source=DLVR Sec Agmt#page2.tif source=DLVR Sec Agmt#page3.tif source=DLVR Sec Agmt#page4.tif source=DLVR Sec Agmt#page5.tif source=DLVR Sec Agmt#page6.tif source=DLVR Sec Agmt#page7.tif source=DLVR Sec Agmt#page8.tif source=DLVR Sec Agmt#page9.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is made as of the 30th day of January, 2020, by and between Akita Investments, L.L.C, an Arizona limited liability company ("Secured Party") and DLVR, Inc., a Delaware corporation ("Debtor").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. SECURITY INTEREST. As security for punctual payment and performance by Debtor of the obligations described in paragraph 2 below, Debtor hereby grants to Secured Party a security interest in all equipment, furniture, fixtures, inventory, accounts, licenses, contractual rights, trademarks, trade secrets, patents, patent applications, copyrights, and all rights of Debtor with respect to any other tangible or intangible property, now existing or hereafter acquired, located at or used in connection with the business conducted by Debtor, whether at its principal place of business, 5555 E. Van Buren, Suite 235, Phoenix, AZ. 85008, or elsewhere, and all proceeds, products, profits and offspring thereof (collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED. The "Obligations" are the obligations of Debtor under that certain promissory note of even date in the original principal amount of \$300,000 (the "Note), together with all other indebtedness owing by Debtor to Secured Party, and together with Debtor's obligations hereunder, and any extensions, renewals, or replacements of any indebtedness secured hereby.

3. COLLATERAL LOCATION. Debtor's principal place of business is 5555 E. Van Buren, Phoenix, Arizona 85008. All additional places of business at which any of the Collateral is located are set forth on Schedule 1 hereto. Debtor will immediately advise Secured Party in writing of the opening of any new place of business or the closing of any of its existing places of business, and of any change in Debtor's principal place of business or in the location where Debtor's assets or records are kept.

4. DEBTOR'S WARRANTIES AND OBLIGATIONS.

(a) Filings: Except for the security interest granted hereby, Debtor is the sole owner of the Collateral. No financing statements or other security agreements covering any of Debtor's other property of the type, kind or class of the Collateral is or will be on file in any public office except in favor of Secured Party. Debtor agrees to sign and deliver one or more financing statements or other instruments as Secured Party may require to comply with the Arizona Uniform Commercial Code or other applicable law to preserve, perfect, protect and enforce the security interest of Secured Party hereunder, and shall pay all costs of filing such statements or instruments. Debtor shall defend Secured Party's security interest hereunder against all claims and demands.

(b) Condition and Care of Collateral: Debtor (i) will keep the Collateral free

from any adverse liens, security interests or encumbrances and in good condition and repair and will not misuse, abuse, allow to deteriorate, waste, or destroy the Collateral, except for ordinary wear and tear from normal and expected use; (ii) shall not, without the prior written consent of Secured Party, sell, transfer, exchange, encumber or otherwise dispose of any of the Collateral other than in the ordinary course of business; (iii) shall pay when due all taxes, license fees and other charges upon Debtor or the Collateral; and (iv) shall not use, conceal or in any way dispose of the Collateral unlawfully or contrary to the provisions of any insurance coverage or permit it to be so used, concealed or disposed of. Collateral placed upon or affixed to real property shall remain subject to removal by Secured Party, and Debtor agrees to obtain such consents, waivers or subordinations from the real property's owner as Secured Party shall request or require for any real property that the Collateral may be moved to after the execution of this Agreement. This does not in any manner constitute Secured Party's consent to attachment of the Collateral to real estate. Loss or damage to the Collateral shall not release Debtor from any Obligations hereunder. Debtor shall immediately deliver to Secured Party any notices Debtor receives, or of which Debtor becomes aware, relating to the Collateral or any part thereof. If any Collateral is now or hereafter in the possession of someone other than Debtor, Debtor hereby instructs said person to hold said Collateral for the benefit of Secured Party and deliver the same to Secured Party when requested by Secured Party. From time to time as requested by Secured Party, Debtor shall provide Secured Party with a complete and detailed list of all property subject to this Agreement and included in the definition of Collateral. At any time upon the request of Secured Party, Debtor will deliver to Secured Party all notices, financial statements, reports or other communications received by Debtor as an owner or holder of the Collateral. Debtor will maintain its inventory at or above the levels existing as of the date hereof.

Secured Party shall have no duty as to the collection or protection of the Collateral held hereunder or any income therefrom, nor as to the preservation of any rights pertaining thereto, beyond the reasonable care thereof. Such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession, but Secured Party is not required to make presentment, demand, or protest, or give notice, and need not take action to preserve any rights against prior parties, obligors, account debtors, or others, in connection with any obligation or evidence of indebtedness held as Collateral or in connection with Debtor's Obligations.

(c) Certain of Secured Party's Rights: Upon an Event of Default, Secured Party, in its own or Debtor's name, and at any time without notice and at Debtor's expense, may, but is not obligated to: (i) notify any obligor or account debtor on Collateral to make payment to Secured Party; (ii) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest payments, insurance and other proceeds and other sums and property now or hereafter payable on account of the Collateral; (iii) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for, the Collateral; (iv) insure, process and preserve the Collateral; (v) transfer the Collateral to its own or its nominee's name; and/or (vi) make any compromise or settlement, and take any action it deems advisable, and exercise all rights, powers, and remedies of Debtor with respect to the Collateral.

(d) Insurance: Debtor agrees, at Debtor's expense, to insure the Collateral against loss, damage, theft, and such other risks as Secured Party may require, to the full insurable value thereof with insurance companies and under policies in form satisfactory to Secured Party. Proceeds and refunds from insurance shall be payable to Secured Party as its interest appears. Debtor shall further obtain and maintain liability insurance coverage in amounts and with companies satisfactory to Secured Party, which policies shall name Secured Party as an additional insured. All policies shall provide for thirty (30) days' minimum written cancellation notice to Secured Party. At such times as Secured Party shall request, Debtor shall provide Secured Party with certificates of the insurer evidencing the coverage. In case of any damage or destruction of any of the Collateral or any part thereof, all insurance proceeds on account of such damage or destruction shall be payable to Secured Party, and Debtor hereby assigns to Secured Party all right to receive proceeds of such insurance, directs the insurers to pay all proceeds directly to Secured Party, and authorizes Secured Party to endorse any draft for such proceeds. Insurance proceeds may be applied by Secured Party, at Secured Party's option, toward payment of any of the Obligations whether or not due, in such order as Secured Party deems advisable to preserve the Collateral or the priority or perfection of Secured Party's interest therein, or Secured Party may release such insurance proceeds to Debtor. In all matters relating to the above-described policies, Secured Party may act in Debtor's name or otherwise or advance funds for the same and such advances shall be included in the Obligations secured hereby and shall be immediately payable with interest thereon at the Default Rate (as defined in the Note). Such funds shall include necessary costs and attorneys' fees involved in initiating or defending any action necessary to protect Secured Party's security interest.

(e) Proceeds: If Collateral is sold, exchanged or otherwise disposed of with or without Secured Party's consent, Secured Party shall remain and have a first prior lien on all proceeds, and the right to collect same. This subparagraph shall not, however, constitute Secured Party's consent to any sale, exchange or other disposition.

(f) Financial Information: Debtor shall keep complete and accurate records of the Collateral and its business operations and shall provide Secured Party such financial statements, reports, certificates, lists of purchasers (showing names, addresses, and amounts owing), and other data concerning its accounts, contracts, chattel paper, collections, inventory, business operations, and other matters as Secured Party may from time to time specify, in form, scope, and detail satisfactory to Secured Party, and permit Secured Party or its nominee to examine all of Borrower's records relating thereto at any time, and to make extracts therefrom and copies thereof.

(g) Assignment: It is acknowledged that Secured Party has entered into an Option to Acquire Portion of Secured Indebtedness of even date (the "Option"). Secured Party shall not assign its rights hereunder in whole or in part except as provided for in the Option until the Option shall have terminated in accordance with its terms. If Secured Party assigns its rights under this Agreement, the assignee shall be entitled to performance of all of Debtor's Obligations and agreements herein, and Debtor will assert no claims or defenses Debtor may have against

Secured Party against the assignee.

5. DEFAULT. Debtor shall be in default hereunder if any of the following events ("Event of Default") shall occur:

(a) Any default in payment under the Note, or any other Event of Default as defined in the Note or any instrument securing the Note.

(b) If Debtor shall fail to observe or perform any covenant or agreement contained herein, and such failure shall continue for a period of thirty (30) days after written notice of such failure is given by Secured Party.

(c) If any representation or warranty made by Debtor herein shall prove to be false or misleading in any material respect on the date as of which made.

6. REMEDIES. Subject to the provisions of the Option regarding restrictions on Secured Party's pursuit of remedies hereunder, in the event of default by Debtor hereunder, Secured Party may, at its option, do any one or more of the following:

(a) Declare any or all of the Obligations to be immediately due and payable, whereupon all unpaid principal and interest on such Obligations and all other amounts shall become immediately due and payable;

(b) Either personally or by means of a court appointed receiver take possession of all or any of the Collateral and exclude therefrom Debtor and all others claiming under Debtor and, pending the sale or other disposition thereof, in any manner provided herein or by law, hold, store, use, operate, manage, maintain, render unusable, and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Debtor in respect of the Collateral or any part thereof. Secured Party and its agents and representatives shall have the right to enter upon any or all of Debtor's premises or property to exercise Secured Party's rights hereunder. In the event Secured Party demands or attempts to take possession of the Collateral in the exercise of any rights under this Agreement, Debtor promises and agrees to promptly turn over and deliver complete possession thereof to Secured Party. Debtor waives all claims for damages arising from such retaking and any property which may be in or upon the Collateral when retaken may be held by Secured Party without liability. Secured Party must be advised within two days after such retaking of any articles Debtor claims were contained in or upon the retaken Collateral that are not covered by this Agreement. Such notice must be by certified mail, failure to give such notice being a waiver and bar to any claim therefor;

(c) Without notice to or demand upon Debtor, and without releasing Debtor from any Obligation, make such payments and do such acts as Secured Party may deem necessary or advisable to protect its security interest in or the value of the Collateral, including without limitation paying, purchasing, contesting or compromising any encumbrance, charge or lien which

is or might be prior or superior to the security interest granted hereunder, and in exercising any such power or authority to pay all expenses incurred in connection therewith. Any sums expended or costs incurred in connection therewith shall be part of the Obligations secured hereby, shall be immediately due and payable and shall bear interest until paid at ten percent (10%) per annum;

(d) Require Debtor to assemble the Collateral or any portion thereof at a place designated by Secured Party and reasonably convenient to Secured Party and promptly to deliver such Collateral to Secured Party or an agent or representative designated by Secured Party at such locations;

(e) Exercise any and all of the rights and remedies conferred upon Secured Party by the Obligations and sell or cause to be sold in such order as Secured Party may determine, as a whole or in such parcels as Secured Party may determine, the Collateral, without affecting in any way the rights or remedies to which Secured Party may be entitled hereunder or under the provisions of the Obligations;

(f) With only such notice as may be required by law, sell, lease, or otherwise dispose of the Collateral at public or private sale without having the Collateral at the place of sale upon such terms and in such manner as Secured Party may determine. Secured Party may be a purchaser at any sale, and may accept a trade of property for all or a portion of the sales price;

(g) Immediately and without prior notice or demand set-off against the Obligations, whether or not due, all money or other amounts owed by Secured Party in any capacity to Debtor, including without limitation under any time deposits, certificate of deposit, or any other amount held by Secured Party in the name of Debtor or in the name of any entity in which Debtor holds an ownership interest or has management control, whether said accounts be sole or joint accounts, and Secured Party shall be deemed to have exercised such right of set-off and to have made a charge against any such money or amounts immediately upon the occurrence of such default even though such charge is entered on the books of Secured Party subsequent thereto;

(h) At Secured Party's option, retain the Collateral in satisfaction of the Obligations by sending written notice of such election to Debtor, but unless such written notice is sent by Secured Party (and Debtor fails to object as permitted by the Uniform Commercial Code of Arizona), retention of the Collateral shall not be in satisfaction of the Obligations.

(i) Exercise any other remedies of the Secured Party herein, under the Uniform Commercial Code of Arizona, or under any other applicable law.

Secured Party may give any written notice to Debtor required by law by mailing such notice, at least seven (7) calendar days (counting the day of sending) before the event which is the subject of the notice, to Debtor's address, and the same shall in every case be and constitute reasonable notice, but this paragraph shall not operate to cause less than seven (7) days notice to be unreasonable notice.

The proceeds of any sale of all or any part of the Collateral under this Agreement shall be applied to the payment of the costs and expenses of such sale, including reasonable compensation to Secured Party's counsel, court costs, and all expenses, liabilities and advances made or incurred by Secured Party in connection therewith, and then to the unpaid balance (including principal and interest) due under the Obligations, and then to payment of any damages caused by breach of any covenant or agreement of Debtor under this Agreement. Any excess proceeds shall be payable by Secured Party to Debtor, its successors or assigns. Debtor shall be liable for any deficiencies.

7. GENERAL PROVISIONS.

(a) DEBTOR ACKNOWLEDGES AND AGREES THAT, IN THE EVENT OF DEFAULT BY DEBTOR, SECURED PARTY MAY TAKE IMMEDIATE POSSESSION OF ANY OR ALL OF THE COLLATERAL WITHOUT NOTICE OR DEMAND UPON DEBTOR OR ANY OTHER PERSON, AND WITH OR WITHOUT RESORT TO LEGAL PROCEEDINGS OR HEARINGS, AND THAT SECURED PARTY SHALL HAVE THE RIGHT TO ENTER UPON OR INTO ANY PREMISES OR BUILDING OR OFFICE ON OR IN WHICH ALL OR ANY PART OF SAID COLLATERAL MAY BE, AND TAKE POSSESSION OF AND REMOVE THE SAME THEREFROM, AND COLLECT IT OR RENDER IT UNUSABLE; DEBTOR ACKNOWLEDGES THAT THIS AGREEMENT HAS BEEN SPECIFICALLY BARGAINED FOR BY THE PARTIES, AND HAS BEEN VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY MADE. DEBTOR ACKNOWLEDGES EXPRESS INTENT TO AND HEREBY DOES WAIVE AND ABANDON ALL PERSONAL PROPERTY EXEMPTIONS GRANTED BY LAW UPON THE COLLATERAL.

(b) Debtor shall remain fully liable for any deficiency if Secured Party undertakes to realize upon the Collateral and nothing shall limit Secured Party's right to collect the Obligations directly from Debtor without first realizing upon the Collateral. Debtor hereby waives any right to require Secured Party to proceed against the Collateral or any person or security or to pursue any remedy.

(c) Secured Party may inspect the Collateral wherever located at any reasonable time, and Debtor shall cooperate with Secured Party in said inspections.

(d) Time is of the essence of each and every provision hereof.

(e) By exercising or failing to exercise any of its rights, options, or elections hereunder, Secured Party shall not be deemed to have waived any breach or default on the part of Debtor or to have released Debtor from any of its Obligations, unless Secured Party has so stated unambiguously in a written waiver delivered to Debtor. The waiver by Secured Party of any breach hereof or default in payment of any indebtedness secured hereby shall not be deemed to constitute a waiver of any other or succeeding breach or default. Acceptance of any partial or delinquent payments or failure to exercise any right, power or remedy shall not waive Debtor's

Obligations or alter, change or modify this Agreement.

(f) Debtor hereby waives venue and agrees that Secured Party may, in its sole discretion, bring suit hereunder in Maricopa County, Arizona.

(g) All words used herein shall be construed to be of such gender and number as the circumstances require and all references to Debtor shall include all other persons primarily or secondarily liable hereunder.

(h) This Agreement shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Arizona. Any provision hereof found to be invalid shall not invalidate the remainder.

(i) This Agreement binds each Debtor, and Debtor's heirs, personal representatives, successors and assigns, and inures to the benefit of Secured Party and its successors and assigns.

(j) Debtor, at its expense, will execute, acknowledge and deliver all such instruments and take all such actions as Secured Party may from time to time request in order to further effectuate the purposes of this Agreement and to carry out the terms hereof.

(k) Debtor warrants that any advance to enable Debtor to acquire rights in or use of the Collateral will not be used for any other purpose, and Secured Party may pay any such advance directly to the transferor of the Collateral.

(l) Collateral delivered to Debtor for a specific purpose will not be used for any other purpose. All terms used herein which are defined in the Uniform Commercial Code of Arizona shall have the same meaning as in said code.

(m) All notices, demands or other communications given hereunder which are required to be in writing shall be deemed to have been delivered if sent by express overnight courier, on the first business day following the day sent, or, if mailed, on the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed to Debtor at Debtor's address set forth above, or to Secured Party at 3101 N. Central Ave., Suite 1400, Phoenix, Arizona 85012, or to such other address or to such other person as a party shall designate to the other party for such purpose in the manner set forth in this sentence.

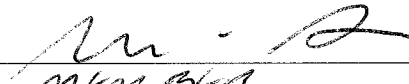
(n) In the event that Secured Party shall consult an attorney to enforce any of its rights or remedies hereunder, it shall be entitled, in addition to any other right or remedy, to recover all of its attorneys' fees, expert witness fees and costs incurred in connection therewith, whether or not suit is commenced or judgment entered.

(o) This Agreement and the other Loan Documents (as defined in the Credit Agreement) constitute the entire agreement between the parties and may not be altered or amended

except by written agreement of the parties.

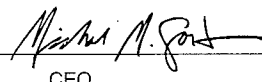
SECURED PARTY:

Akita Investments, L.L.C., an Arizona limited liability company

By 
Its MEMBER

DEBTOR:

DLVR, Inc., a Delaware corporation

By 
Its CEO

Schedule A
Locations of Collateral

1/28/20