# 506908595 10/06/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6955420

		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		PATENT SECURITY AGREEMENT					
CONVEYING PARTY	DATA						
		Name Execution Da					
INFI USA, INC.			09/22/2021				
RECEIVING PARTY I							
Name:							
Street Address:	1841 SOU	1841 SOUTH CALUMET AVENUE					
Internal Address:	#1003						
City:	CHICAGO	CHICAGO					
State/Country:	ILLINOIS	ILLINOIS					
Postal Code:	60616	60616					
PROPERTY NUMBER		Number					
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Patent Number:	103	89854					
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CORRESPONDENCE	- 0/(1/)						
Fax Number:	(61	7)646-8646					
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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 22, 2021 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Patent Security Agreement"), is made by INFI USA, Inc., a Delaware corporation (the "Debtor"), in favor of Pin Capital LLC (the "Secured Party").

WHEREAS, the Debtor has agreed, pursuant to a certain Security Agreement of even date herewith by the Debtor in favor of the Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Debtor grants a security interest in its Collateral to secure the Obligations of the Debtor.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to extend credit to the Debtor pursuant to a certain Secured Promissory Note of even date herewith issued by the Debtor in favor of the Secured Party (as may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), the Debtor hereby agrees with the Secured Party as follows:

1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. <u>Grant of Security Interest in Patent Collateral</u>. The Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Secured Party and grants to the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such the Debtor, whether now owned or hereafter acquired or arising: (the "Patent Collateral"):

a. each patent and patent application owned by the Debtor, including, without limitation, those referred to in <u>Schedule I</u> hereto;

b. all issuances and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof;

c. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Debtor accruing thereunder or pertaining thereto; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing, including, without limitation, all proceeds of any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

3. <u>Security Agreement</u>. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Debtor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and 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. The Debtor authorizes and requests that the US Patent and Trademark Office and any other applicable government agency record this Patent Security Agreement.

4. <u>After-Acquired Patents</u>. If, before the Note has been finally paid and satisfied in full, the Debtor shall obtain any right, title or interest in or to any other or new patents or patent applications, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Security Agreement shall automatically apply thereto and the Debtor shall promptly (but in no event more frequently than once every sixty (60) days) give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to grant a security Agreement, without the necessity of the Debtor's further approval or signature, by amending Schedule I hereto to include any future or other patents or patent applications or rights.

5. <u>Debtor Remains Liable</u>. The Debtor hereby agrees that, anything herein to the contrary notwithstanding, the Debtor remains responsible, in its reasonable discretion, for the prosecution, defense, enforcement or any other necessary actions in connection with its patents and licenses subject to a security interest hereunder.

6. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. <u>Governing Law, Jurisdiction and WAIVER OF JURY TRIAL</u>. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York. Any dispute arising in connection with this Agreement shall be resolved exclusively in the federal and state courts situated in Cook County, Illinois and the parties hereby irrevocably submit to the personal jurisdiction of such courts. TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY LEGAL PROCEEDING WITH RESPECT TO THIS NOTE, EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHTS IT MAY HAVE TO DEMAND A JURY TRIAL. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES HERETO AND EACH SUCH PARTY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATION OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT.

## [SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

#### DEBTOR:

INFI USA, INC.

DocuSigned by:

Name: Kecheng Liu Title: Chief Executive Officer

SECURED PARTY:

PIN CAPITAL LLC

By:\_\_\_\_

Name: Quan Zhang Title: Managing Director

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

**IN WITNESS WHEREOF**, the Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

INFI USA, INC.

By:\_\_

By:

Name: Kecheng Liu Title: Chief Executive Officer

SECURED PARTY:

PIN CAPITAL LLC

DocuSigned by: Quan Luang F1AE13446C7B4E8...

Name: Quan Zhang Title: Managing Director

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

### SCHEDULE I TO PATENT SECURITY AGREEMENT

### **REGISTERED PATENT AND APPLICATIONS**

Owner	Title/Descriptio n	Jurisdiction	Registration/Application Number	Date of Issuance/Registration
Infinet, LLC	Method and system for forming an ad- hoc network over heterogeneous protocols	United States	10,389,854	August 20, 2019

5972917/4/20892.001

Schedule I

# PATENT REEL: 057725 FRAME: 0345

RECORDED: 10/06/2021