

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6957529

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AKERNA CORP.	10/05/2021
AKERNA SERVICES, LLC	10/05/2021
MJ FREEWAY, LLC	10/05/2021
SOLO SCIENCES INC.	10/05/2021
VIRIDIAN SCIENCES, INC.	10/05/2021
THE NAV PEOPLE INC.	10/05/2021
RECEIVING PARTY DATA	
Name:	HT INVESTMENTS MA LLC
Street Address:	C/O HIGH TRAIL CAPITAL LP
Internal Address:	221 RIVER STREET, 9TH FLOOR
City:	HOBOKEN
State/Country:	NEW JERSEY
Postal Code:	07030
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13092188
Patent Number:	7624925
Patent Number:	7950580
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:	9735035900
Email:	NJPatentGroup@KelleyDrye.com
Correspondent Name:	KELLEY DRYE & WARREN LLP
Address Line 1:	ONE JEFFERSON ROAD
Address Line 4:	PARSIPPANY, NEW JERSEY 07054
ATTORNEY DOCKET NUMBER:	027852-0002
NAME OF SUBMITTER:	WENDY CLARKE

SIGNATURE:	/Wendy Clarke/
DATE SIGNED:	10/07/2021
Total Attachments: 10 source=[Executed] Akerna Amended and Restated IP Agreement 2021#page1.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page2.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page3.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page4.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page5.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page6.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page7.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page8.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page9.tif source=[Executed] Akerna Amended and Restated IP Agreement 2021#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated October 5, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of HT INVESTMENTS MA LLC, in its capacity as collateral agent (the “**Collateral Agent**”) for the Noteholders. All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Akerna Corp., a Delaware corporation with offices located at 1550 Larimer Street, #246, Floor, Denver, CO 80202 (the “**Company**”), and each party thereto are parties to (i) the Securities Purchase Agreement, dated as of June 9, 2020 (as amended, restated, extended, replaced or otherwise modified from time to time, the “**2020 Securities Purchase Agreement**”) pursuant to which the Company sold senior secured convertible notes of the Company (“**2020 Notes**”) to each party listed as a “**Buyer**” on the Schedule of Buyers attached thereto (the “**2020 Buyers**”) and (ii) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, extended, replaced or otherwise modified from time to time, and together with the 2020 Securities Purchase Agreement, the “**Securities Purchase Agreement**”), pursuant to which the Company shall be required to sell, and the parties listed as “**Buyers**” on the Schedule of Buyers attached thereto (together with the 2020 Buyers, the “**Buyers**”) shall purchase or have the right to purchase, senior secured convertible notes of the Company issued pursuant thereto (as such notes may be amended, restated, extended, replaced or otherwise modified from time to time in accordance with the terms thereof, collectively, with the 2020 Notes, the “**Notes**”) and the proceeds of which shall be the Company for general corporate purposes and, in part, to refinance the 2020 Notes;

WHEREAS, it is a condition precedent to the purchase of the Notes under the Securities Purchase Agreement that each Grantor has executed and delivered a Security and Pledge Agreement made by the Grantors to the Collateral Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”);

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Collateral Agent and the Noteholders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities;

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors;

WHEREAS, in connection with the 2020 Securities Purchase Agreement, the Grantors and the Collateral Agent executed that certain Intellectual Property Security Agreement, dated as of June 9, 2020 (the “**Existing IP Security Agreement**”) pursuant to which Grantors granted to the Collateral Agent a security interest collateral set forth therein.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Buyers to perform under the Securities Purchase Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Noteholders to amend and restate the Existing IP Security Agreement, as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Collateral Agent and the Noteholders a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, 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 Grantor accruing thereunder or pertaining thereto;
- (v) 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; and
- (vi) 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Notes and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 9(f) of the Securities Purchase Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Collateral Agent or the Noteholders from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Collateral Agent or a Noteholder.

(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

SECTION 8. Amendment and Restatement. Each party hereto agrees that this Amended and Restated IP Security Agreement is an amendment and restatement of the Existing IP Agreement in its entirety and is given in renewal and replacement (but not extinguishment) of the Existing IP Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

AKERNA CORP.

By:  _____
DocuSigned by:
Name: Jessica Billingsley
Title: Chief Executive Officer

Address for Notices:

1550 Larimer Street, #246
Denver CO, 80202

AKERNA SERVICES, LLC

By:  _____
DocuSigned by:
Name: Jessica Billingsley
Title: Chief Executive Officer

Address for Notices:

1550 Larimer Street, #246
Denver CO, 80202

MJ FREEWAY, LLC


By:  _____
DocuSigned by:
Name: Jessica Billingsley
Title: Chief Executive Officer

Address for Notices:

1550 Larimer Street, #246
Denver CO, 80202

[Signatures continue on following page]

SOLO SCIENCES INC.

By:  _____
Name: Jessica Billingsley
Title: Chief Executive Officer

Address for Notices:

1550 Larimer Street, #246
Denver CO, 80202


VIRIDIAN SCIENCES, INC.

By:  _____
Name: Jessica Billingsley
Title: Chief Executive Officer

Address for Notices:

1550 Larimer Street, #246
Denver CO, 80202

THE NAV PEOPLE INC.

By:  _____
Name: Jessica Billingsley
Title: Chief Executive Officer

Address for Notices:

1550 Larimer Street, #246
Denver CO, 80202

Schedule A

Patents

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Application or Patent No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
MJ Freeway, LLC	US	Methods, Devices and Computer Program Products for Tracking Product Inventory	13/092188	4/22/2011	None
Solo Sciences Inc.	US	Membership Cards	7624925	2/14/2006	None
Solo Sciences Inc.	US	Membership Cards	7950580	10/28/2009	None

Schedule B**Trademarks**

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>	<u>Assignees</u>
MJ Freeway, LLC	US	MJ Platform	5327712	11/7/2017	None
MJ Freeway, LLC	US	MJ Platform	5432498 SN 87580187	3/27/2018	None
MJ Freeway, LLC	US	Daily Dose	4731614 SN 86452375	5/5/2015	None
MJ Freeway, LLC	US	SuccessMap	4774314	7/14/2015	None
MJ Freeway, LLC	US	MJFreeway	4330124	5/7/2013	None
MJ Freeway, LLC	US	GrowTracker	4200800	10/6/2017	None
MJ Freeway, LLC	US	GramTracker	4595130 SN 85319355	9/2/2014	None
MJ Freeway, LLC	US	Leaf Data Systems	4976838 SN 86764282	6/14/2016	None
MJ Freeway, LLC	US	MixTracker	4670286 SN 86251080	1/13/2015	None
MJ Freeway, LLC	US	Design Only	5432498 SN 87580187	3/27/2018	None
Akerna Corp.	US	A and Design	SN 88660421	10/18/2019	None
Akerna Corp.	US	Akerna	SN 88660376	10/18/2019	None
Solo Science Inc.	US	Solo*ID	3712470 SN 77170770	5/2/2007	None

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Schedule C

Copyrights

<u>Grantor</u>	<u>Country</u>	<u>Title</u>	<u>Type of Work</u>	<u>Application or Registration No.</u>	<u>Issue Date</u>	<u>Assignees</u>
MJ Freeway, LLC	US	Mjfreeway.com	Website	TX 7802267	10/22/2013	None
MJ Freeway, LLC	US	GramTracker	Computer Software	TX 7802274	10/22/2013	None