

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6979627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ACTIVE PROTECTIVE TECHNOLOGIES, INC.	09/01/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ASAHI KASEI HOLDINGS US, INC.
<b>Street Address:</b>	HIBIYA MITSUI TOWER
<b>Internal Address:</b>	1-1-2 YURAKUCHO, CHIYODA-KU
<b>City:</b>	TOKYO
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	100-0006
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16079701
Application Number:	14827575
Patent Number:	10939711
Patent Number:	7017195
Patent Number:	7150048
Patent Number:	9107615
Patent Number:	10149638
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)523-1231
<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>	
<b>Phone:</b>	6175701000
<b>Email:</b>	us-patentbos@goodwinlaw.com, ahoward@goodwinlaw.com
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP
<b>Address Line 1:</b>	100 NORTHERN AVENUE
<b>Address Line 2:</b>	IP DOCKETING DEPT./7TH FL.
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210
<b>NAME OF SUBMITTER:</b>	STEVEN R. ARGENTIERI
<b>SIGNATURE:</b>	/Steven R. Argentieri/
<b>DATE SIGNED:</b>	10/20/2021

PATENT

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of September 1, 2021, by and among Active Protective Technologies, Inc., a Delaware corporation (the “**Company**”), Asahi Kasei Holdings US, Inc., in its capacity as the collateral agent (the “**Agent**”), and the individuals and entities listed on Schedule A hereto, which parties are also party to the Note Purchase Agreement (as defined below) (each individually, a “**Purchaser**”, and collectively, the “**Purchasers**”)

### RECITALS

A. Reference is made to (x) that certain Note Purchase Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among the Company and the Purchasers, and (y) that certain Security Agreement, by and among the Company, the Purchasers and the Agent, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein (but not defined) shall have the meaning as defined in the Security Agreement).

B. In return for the Consideration, the receipt and sufficiency of which are hereby acknowledged, the Company has agreed to grant a security interest in its Copyrights, Trademarks and Patents (as each term is described below) to secure the Secured Obligations.

C. Pursuant to the terms of the Security Agreement, the Company has granted to the Agent, for the benefit of the Purchasers, a security interest in all of Company’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Company’s Secured Obligations, the Company hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Secured Obligations, the Company grants and pledges to the Agent, for the benefit of the Purchasers, a security interest in all of Company’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to the Company now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Company connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing in Section 1(d), no security interest is granted in any Intent-to-Use applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use applications matures into an Actual Use application by the Company's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an “Amendment to Alleged Use” or “Statement of Use,” such Intent-to-Use application shall immediately be included in the Trademarks, defined above, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use application.

2. Recordation. The Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Requisite Purchasers.

3. Transaction Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Note Purchase Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent and Purchasers with respect to the Intellectual Property Collateral are as provided by the Note Purchase Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Amendment and Waiver. Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by the Agent, the Requisite Purchasers and the Company; and waiver on one occasion shall not operate as a waiver on any other occasion.

7. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without regard to any conflicts of law provision or rule that would require the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

8. Concerning the Agent. Asahi Kasei Holdings US, Inc. is entering into this Agreement solely in its capacity as Agent and not in its individual or corporate capacity. In acting hereunder, Agent shall be entitled to all of the right, privileges and immunities set forth in this Agreement or any other document executed in connection herewith or therewith, whether or not expressly set forth herein.

9. Jurisdiction. Each of the parties hereby irrevocably and unconditionally consents to submit any dispute arising under or in connection with this Agreement, any agreement, document or instrument entered into pursuant to this Agreement, or the transactions contemplated hereby, with respect to any provision of this Agreement or any agreement entered into pursuant to this Agreement (a "**Dispute**") to the sole and exclusive jurisdiction of any state or federal courts sitting in the Commonwealth of Massachusetts; provided, however, that the parties agree to first seek to have the Dispute heard by the Business Litigation Session of the Massachusetts Superior Court (the "**Chosen Courts**"). Each party agrees not to commence any litigation relating to any Dispute except in the Chosen Courts, waives any objection to the laying of venue of any such litigation in the Chosen Courts, agrees not to plead or claim in any Chosen Court that such litigation brought therein has been brought in any inconvenient forum. Each of

the parties hereto agrees that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt. Service made pursuant to the preceding sentence above shall have the same legal force and effect as if served upon such party personally within the Commonwealth of Massachusetts. Notwithstanding the dispute resolution procedures set forth in this Section 9, in the event of an actual or threatened breach of this Agreement, the aggrieved party may seek equitable relief (including restraining orders, specific performance or other injunctive relief), without first submitting to any dispute resolution procedures hereunder. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

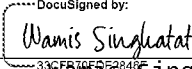
10. Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EXCEPT AS LIMITED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMPANY:

Active Protective Technologies, Inc.

By:   
Name: Namis Singhatat  
Title: Interim CEO and CTO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PURCHASERS:

Asahi Kasei Holdings US, Inc.

By: 

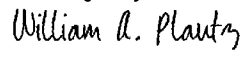
Name: Shinji Ohno

Title: President

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PURCHASERS:

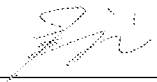
WILLIAM PLAUTZ

DocuSigned by:  
  
669663640B3E404  
William Plautz

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

AGENT:

Asahi Kasei Holdings US, Inc.

By:   
Name: Shinji Ohno  
Title: President

**Schedule A**

Schedule of Purchasers

**ASAHI KASEI HOLDINGS US, INC.**

Takashi SHIMODAIRA (Mr.)

Legal Department

Asahi Kasei Corporation

Hibiya Mitsui Tower

1-1-2 Yurakucho, Chiyoda-ku, Tokyo 100-0006, Japan

fax:+81-(0)3-6699-3188

e-mail:shimodaira.tb@om.asahi-kasei.co.jp

William Plautz

4516 20<sup>th</sup> Street

San Francisco, CA 94114

EXHIBIT A  
Copyrights

None

EXHIBIT B

Patents

**INV-122555**

AIRBAG ACTUATOR MOUNTED IN A CUSTOM BUCKLE FOR PERSONAL IMPACT PROTECTION SYSTEMS

- 1 **099488-0118** United States of America Inactive Patent 62301157 2/29/2016
- 2 **099488-0120** P.C.T. Inactive Patent PCT/US2017/019990 2/28/2017
- 3 **099488-0130** Canada Pending Patent 3015889 2/28/2017
- 4 **099488-0131** China Pending Patent 201780023696.1 2/28/2017
- 5 **099488-0134** Hong Kong Pending Patent 19119882.9 2/28/2017
- 6 **099488-0129** European Patent Office Granted Patent 17760632.4 2/28/2017 3422883 6/30/2021
- 7 **099488-0139** European Patent Office Pending Patent 21182372.9 2/28/2017
- 8 **099488-0132** Japan Pending Patent 2018-545195 2/28/2017
- 9 **099488-0128** United States of America Pending Patent 16/079701 2/28/2017

**INV-120146**

NOISE SUPPRESSION DEVICE FOR A PERSONAL IMPACT PROTECTION SYSTEM

- 1 **099488-0117** United States of America Inactive Patent 62232872 9/25/2015
- 2 **099488-0119** P.C.T. Inactive Patent PCT/US2016/053475 9/23/2016
- 3 **099488-0125** Canada Pending Patent 2999914 9/23/2016
- 4 **099488-0127** China Pending Patent 201680065990.4 9/23/2016
- 5 **099488-0124** European Patent Office Pending Patent 16846764.2 9/23/2016
- 6 **099488-0133** Hong Kong Pending Patent 19101513.5 9/23/2016
- 7 **099488-0126** Japan Pending Patent 2018-515973 9/23/2016
- 8 **099488-0137** Japan Pending Patent 2021-066922 9/23/2016
- 9 **099488-0123** United States of America Granted Patent 15/762925 9/23/2016 10939711 3/9/2021

**INV-87581**

METHOD AND APPARATUS FOR BODY IMPACT PROTECTION

- 1 **INV-87581/USX** United States of America Inactive Patent 60/434732 12/18/2002
- 2 **099488-0104** P.C.T. Inactive Patent PCT/US2003/040588 12/18/2003
- 3 **099488-0110** European Patent Office Inactive Patent 03813789.9 12/18/2003
- 4 **099488-0107** United States of America Granted Patent 10/741639 12/18/2003 7017195 3/28/2006
- 5 **099488-0108** United States of America Granted Patent 10/871238 6/18/2004 7150048 12/19/2006
- 6 **099488-0106** United States of America Inactive Patent 11/640783 12/18/2006
- 7 **099488-0103** United States of America Inactive Patent 12/428780 4/23/2009 9107615 8/18/2015
- 8 **099488-0113** United States of America Granted Patent 14/708897 5/11/2015 10149638 12/11/2018
- 9 **099488-0116** United States of America Pending Patent 14/827575 6/17/2015
- 10 **099488-0109** P.C.T. Inactive Patent PCT/US2005/021697 6/17/2005
- 11 **099488-0105** P.C.T. Inactive Patent PCT/US2004/043017 12/20/2004

## EXHIBIT C

### Trademarks

- Tango Technologies – Reg. No. 5,871,703, Registered October 1, 2019
- ActiveProtective – Reg. No. 5,382,009, Registered January 16, 2018
- TANGO – Reg. No. 5,871,700, Registered October 1, 2019