

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7018588

<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>
ENCOMPASS TECHNOLOGIES DEVELOPMENT, LLC	11/05/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	STIFEL BANK
<b>Street Address:</b>	8000 MARYLAND AVENUE
<b>Internal Address:</b>	SUITE 100
<b>City:</b>	CLAYTON
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9607284
Patent Number:	9967560
Patent Number:	9984405
Patent Number:	10417693
Patent Number:	10572853
Patent Number:	10733660
Application Number:	16944749
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)821-6800
<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>	(919) 838-2034
<b>Email:</b>	pkarmire@smithlaw.com
<b>Correspondent Name:</b>	PERKY L KARMIRE / SMITH ANDERSON LAW
<b>Address Line 1:</b>	150 FAYETTEVILLE STREET
<b>Address Line 2:</b>	SUITE 2300
<b>Address Line 4:</b>	RALEIGH, NORTH CAROLINA 27601
<b>NAME OF SUBMITTER:</b>	PERKY L. KARMIRE
<b>SIGNATURE:</b>	/s/ Perky L Karmire
<b>DATE SIGNED:</b>	11/10/2021

PATENT

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 5, 2021 (the "Effective Date") by and between STIFEL BANK ("Bank") and Encompass Technologies Development, LLC ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor's parent, Encompass + Orchestra, Inc. (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, and the other parties thereto dated on or about the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used but not defined herein are used as defined in the Loan Agreement). Bank is willing to make the Loans, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor'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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that, as of the Effective Date, Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

c/o Encompass + Orchestra, Inc.  
420 Linden St., Suite 200  
Fort Collins, CO 80524  
Attn: Togo Dooby

GRANTOR:

ENCOMPASS TECHNOLOGIES DEVELOPMENT,  
LLC

By: 

Name: Togo Dooby

Title: CEO

Address of Bank:

787 7th Avenue, 11th Floor  
New York, New York 10019  
Attn: Alan Faulkner

BANK:

STIFEL BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

GRANTOR:

Address of Grantor:

c/o Encompass + Orchestra, Inc.  
420 Linden St., Suite 200  
Fort Collins, CO 80524  
Attn: \_\_\_\_\_

ENCOMPASS TECHNOLOGIES DEVELOPMENT,  
LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

787 7th Avenue, 11th Floor  
New York, New York 10019  
Attn: Alan Faulkner

BANK:

STIFEL BANK

By:  \_\_\_\_\_

Name: **James C. Binz**

Title: **Executive Vice President**

[Signature Page to IPSA]

**PATENT**  
**REEL: 058078 FRAME: 0790**

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE.


EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Application / Issue Date</u>
Inventory Control System	9,607,284	March 28, 2017
Product Palletizing System	9,967,560	July 4, 2017
Method of palletizing products	9,984,405	May 29, 2018
Product Palletizing System	10,417,693	September 17, 2019
Inventory Control System	10,572,853	February 25, 2020
Product Palletizing System	10,733,660	August 4, 2020
Product Palletizing System	16/944749	July 31, 2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
Word and Design Mark: 	6170113	October 6, 2020