

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7023731

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
APPTRICITY CORPORATION	11/12/2021
APPTRICITY CS-GP, LLC	11/12/2021
APPTRICITY COMMERCIAL SERVICES, LP	11/12/2021
APPTRICITY GOVERNMENT SERVICES CORPORATION	11/12/2021
APPTRICITY GOVERNMENT SERVICES, LP	11/12/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	SG CREDIT PARTNERS, INC.
<b>Street Address:</b>	500 NEWPORT CENTER DR.
<b>Internal Address:</b>	SUITE 580
<b>City:</b>	NEWPORT BEACH
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92660

**PROPERTY NUMBERS Total: 8**

Property Type	Number
Application Number:	62529894
Application Number:	62641627
PCT Number:	US1841142
Application Number:	17212989
Application Number:	63006595
Application Number:	63006586
PCT Number:	US2056437
PCT Number:	US2020043748

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** erin.roberson@wolterskluwer.com

**Correspondent Name:** ERIN ROBERSON

**Address Line 1:** 4400 EASTON COMMONS WAYS

**Address Line 4:** COLUMBUS, OHIO 43219

PATENT

<b>NAME OF SUBMITTER:</b>	JESSICA HILDEBRANDT
<b>SIGNATURE:</b>	/JESSICA HILDEBRANDT/
<b>DATE SIGNED:</b>	11/15/2021
<b>Total Attachments: 14</b> source=Patent#page1.tif source=Patent#page2.tif source=Patent#page3.tif source=Patent#page4.tif source=Patent#page5.tif source=Patent#page6.tif source=Patent#page7.tif source=Patent#page8.tif source=Patent#page9.tif source=Patent#page10.tif source=Patent#page11.tif source=Patent#page12.tif source=Patent#page13.tif source=Patent#page14.tif	

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Apptricity Corporation

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) November 12, 2021

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

**2. Name and address of receiving party(ies)**

Name: SG Credit Partners, Inc.

Internal Address: \_\_\_\_\_

Street Address: 500 Newport Center Dr., Suite 580

City: Newport Beach

State: CA

Country: USA Zip: 92660

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule I

See attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Jessica Hildebrandt

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave.

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3670

Docket Number: \_\_\_\_\_

Email Address: jhildebrandt@otterbourg.com

**6. Total number of applications and patents involved: 8**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

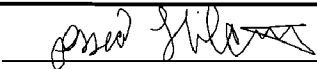
- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

11/15/2021

Date

Jessica Hildebrandt

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

**14**

**ADDITIONAL PARTY INFORMATION**

Apptricity CS-GP, LLC

Apptricity Commercial Services, LP

Apptricity Government Services Corporation

Apptricity Government Services, LP

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of November 12, 2021, by Apptricity Corporation, a Delaware corporation ("Apptricity"), Apptricity CS-GP, LLC, a Texas limited liability company ("CS-GP"), Apptricity Commercial Services, LP, a Texas limited partnership ("Commercial Services"), Apptricity Government Services Corporation, a Delaware corporation ("Government Services"), Apptricity Government Services, LP, a Texas limited partnership ("Government Services LP") and together with Apptricity, CS-GP, Commercial Services, and Government Services, individually and collectively, jointly and severally, "Grantor") in favor of SG Credit Partners, Inc., a Delaware corporation ("Lender"):

### W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF CALIFORNIA SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF CALIFORNIA IN THE COUNTY OF ORANGE, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.8 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**APPTRICITY CORPORATION**

DocuSigned by:  
By: Wayne Sparks  
Name: Wayne Sparks  
Title: Chief Financial Officer

**APPTRICITY CS-GP, LLC**

DocuSigned by:  
By: Wayne Sparks  
Name: Wayne Sparks  
Title: Chief Financial Officer

**APPTRICITY COMMERCIAL SERVICES, LP**

DocuSigned by:  
By: Wayne Sparks  
Name: Wayne Sparks  
Title: Chief Financial Officer

**APPTRICITY GOVERNMENT SERVICES CORPORATION**

DocuSigned by:  
By: Wayne Sparks  
Name: Wayne Sparks  
Title: Chief Financial Officer

**APPTRICITY GOVERNMENT SERVICES, LP**

DocuSigned by:  
By: Wayne Sparks  
Name: Wayne Sparks  
Title: Chief Financial Officer

Agreed and Accepted  
as of the date first written above:

**SG CREDIT PARTNERS, INC.**

By: Marc Cole  
Name: Marc Cole  
Title: Chief Executive Officer

*[Signature page to Intellectual Property Security Agreement]*

**PATENT**  
**REEL: 058124 FRAME: 0530**



SCHEDULE 1

## (a) Patents and Patent Licenses

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
Connected Controller for Management and Tracking of Assets and Inventory	62/529,894	July 7, 2017 US Provisional Application Converted to PCT
i-Connect Controller Device	62/641,627	March 12, 2018 US Provisional Application Converted to PCT
Network Edge Controller and Remote Field Service System	PCT/US2018/41142	July 6, 2018 International PCT Application Converted to National Phases in US, EU, BR, CO, MX, UAE, SG
Network Edge Controller and Remote Field Service System	17/212,989	March 25, 2021 US Utility Patent Application (Contin.) Pending/Awaiting Examination Application Published 7/15/2021
Network Edge Controller and Remote Field Service System	16/490,007 Patent#. 10,979,971	August 29, 2019 US Utility Patent Application Patent Issued 4/13/21 Certificate of Corrections recvd. 6/1/21 3.5 Year Maintenance Fee due 10/13/2024
Network Edge Controller and Remote Field Service System	18827865.9	January 7, 2020 (European Union Patent Application) To be designated Luxemburg, Greece

		Amendments and reductions to claim filed 6/15/2020 Filed in Hong Kong Office Action filed 8/31/21 Due Date to Respond 12/31/21 Maintenance Fee Due 7/6/2022
Network Edge Controller and Remote Field Service System	62020017342.0	October 8,2020 Hong Kong patent application Awaiting Examination
Network Edge Controller and Remote Field Service System	BR 11 2020 000303 4	January 7, 2020 Brazilian Patent Application Published 9/15/20; Request for Examination filed 10/12/20 – Awaiting examination Maintenance fee due 7/6/2022
Network Edge Controller and Remote Field Service System	NC2020/0000968	January 28,2020 Columbian Patent Application Published 5/15/20; Request for Examination filed 9/22/20 – Awaiting examination
Network Edge Controller and Remote Field Service System	MX/a/2020/000218	January 8, 2020 (Mexican Patent Application) Awaiting examination Assignment Recorded in MX 4/30/21
Network Edge Controller and	P6000004/2020	January 2, 2020

Remote Field Service System

(United Arab Emirate Patent  
Application)

To be designated in Dubai

Awaiting examination

Maintenance fee due 7/6/22

Network Edge Controller and  
Remote Field Service System

11202000070Y

January 6, 2020

(Singapore Patent Application)

Amend claims and Filed request for examination

2/18/2020

Notice of grant Eligibility received 8/26/21

Due date to respond 10/26/21

Integrated Bluetooth Receiver/  
Transmitter with one or more  
Tunable Antennas and Power Levels...

63/006,595

April 7, 2020

US Provisional Application

Converted to PCT 10/20/20

Flexible Radio Beacons and Flexible  
Delivery Structures and System and  
Method for Using

63/006,586

US Provisional Application

April 7, 2020

Converted to PCT 10/20/20

Flexible Radio Beacons and Flexible  
Delivery Structures and System and  
Method for Using

PCT/US20/56437  
10/20/2020

International PCT application  
Convert to  
National Phase for 30-month  
Deadline 10/7/22 – most  
Countries

Radio Frequency (RF) Location  
Beacon with Tunable Antennas  
And Cloud Integration  
(different title from provisional)

PCT/US2020/043748  
July 27, 2020

International/PCT Application  
30-month deadline 10/7/22 –  
most countries

(b) Trademarks and Trademark Licenses

<u>Description</u>	<u>U.S. Registration/Application Number</u>	<u>Registration/Application Date</u>
Apptricity	4124027	April 10, 2012
I-Connect Controller	87/948,010 Registration #: 6,050,556	Registered US Trademark Section 8 & 15 Affidavits due 5/12/26

INTERNATIONAL TRADEMARKS

<u>Description</u>	<u>International Registration Application Number</u>	<u>Registration/Application Date</u>
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None

### Trade Names

Legal Name	Additional Trade Names (if any):
Apptricity Corporation	"Apptricity"
Apptricity Commercial Services, LP	None
Apptricity CS-GP, LLC	None
Apptricity Government services, LP	None
Apptricity Government Services Corporation	None

### OTHER TRADEMARKS

#### Domain Names:

[www.apptricity.com](http://www.apptricity.com) (Registrar.Tegister.com, Inc.)

#### Logos:



### APPLICATIONS

#### Application Names:

#### Reference Numbers:

Apptricity Portal	APM002
Apptricity Purchasing	APM008
Apptricity Catalog	APM008-1
Apptricity Asset	APM009
Apptricity Track	APM010
Apptricity Work Order	APM010-2
Apptricity Inventory	APM020
Apptricity Warehouse	APM021
Apptricity Field Services	APM025
Apptricity Field Services (Connections)	APM027-1
Apptricity Field Services (Vehicles)	APM027-2
Apptricity Field Services (Agents)	APM027-3
Apptricity Field Services Asset (Devices)	APM031-1
Apptricity Field Services Work Order (Devices)	APM031-2
Apptricity Field Services Inventory (Devices)	APM031-3
Apptricity Transportation Mgmt. System – Ground	APM026
Apptricity Transportation Mgmt. System – Air	APM026-1
Apptricity Invoice	APM006
Apptricity Supplier Connect	APM015
Apptricity Time & Attendance	APM003
Apptricity Expense	APM001
Apptricity P-Card Processing	APM007-2
Apptricity Business Intelligence	APM024
Apptricity Reporting – Professional	APM024-2

## Software Inventory

Product	Software Vendor	Open Source	License term	Subscription	
				License	On Prem
Under License Agreement:					
Business tools:					
Adobe	Adobe	N	monthly	Y	
Audio-conferencing	Microsoft	N	monthly	Y	
Logix Mobility	Logix	N	monthly	Y	
Microsoft Project	Microsoft	N	monthly	Y	
Microsoft Visio	Microsoft	N	monthly	Y	
Microsoft Windows	Microsoft	N	monthly	Y	
Office 365 Apps for Business	Microsoft	N	monthly	Y	
Office 365 E3	Microsoft	N	monthly	Y	
QuickBooks	QuickBooks	N	perpetual		Y
Salesforce	Salesfore	N	monthly	Y	
Teams	Microsoft	N	monthly		
Developer tools:					
Altium Designer	Altium Designer	N	perpetual		Y
Bit Bucket	Bit Bucket	N	monthly	Y	
Confluence	Atlassian Inc	N	monthly	Y	
Fortress Security Access	Fortress Security Access	N	perpetual		Y
iReport 3.7.6	Jaspersoft Corp.	N	monthly	Y	
Jasper Reports	Jaspersoft Corp.	N	monthly	Y	
Jira	Atlassian Inc	N	monthly	Y	
JMP 14	SAS Institute Inc.	N	annual		Y
JMP 15	SAS Institute Inc.	N	annual		Y
JMP 16	SAS Institute Inc.	N	annual		Y
Jrebel	Perforce Software, Inc.	N	annual		Y
Oracle	Oracle	N	perpetual	Y	
SQL Server	Microsoft	N	monthly	Y	
TrendMicro ApexOne	TrendMicro	N	annual	Y	
TrendMicro DeepScan	TrendMicro	N	annual	Y	
Visual Studio	Microsoft	N	perpetual	Y	
VMware ESXi 6.x	VMware, Inc.	N	perpetual	Y	
VMware vCenter 6.x	VMware, Inc.	N	perpetual	Y	
VMware Workstation	VMware, Inc.	N	perpetual	Y	
WatchGuard Mobile VPN with SSL client 12.2	WatchGuard	N	annual	Y	
WatchGuard System Manager 12.7.1	WatchGuard Technologies, Inc.	N	annual	Y	
Windows Server 2019	Microsoft	N	monthly	Y	
zk	ZKTeco	N	annual		Y

(c) Copyrights and Copyright Licenses

Grantor	Copyright	Registration Date	Registration Number
Appticity	Appticity Supply Chain Management Suite	February 3, 2012 (Publication Date: 01/23/2010)	TX0007477294
Appticity	Appticity Supply Chain Management Suite	February 3, 2012 (Publication Date: 04/15/2008)	TX0007477289
Appticity	Appticity Supply	February 3, 2012	TX0007477285