

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7036759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TEK84 INC.	11/16/2021
RECEIVING PARTY DATA	
Name:	MIZZEN CAPITAL, LP
Street Address:	488 MADISON AVENUE
Internal Address:	18TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	16573735
Application Number:	16911735
Application Number:	16911699
Application Number:	15157253
Application Number:	16573714
Application Number:	16573681
Application Number:	16246405
Application Number:	15726244
Application Number:	13154226
CORRESPONDENCE DATA	
Fax Number:	(216)566-5800
<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:	(216)566-5546
Email:	mae.smith@thompsonhine.com
Correspondent Name:	JUSTIN T. POWELL, ESQ.
Address Line 1:	127 PUBLIC SQUARE, 3900 KEY CENTER
Address Line 2:	THOMPSON HINE LLP
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	105163.00001

PATENT

NAME OF SUBMITTER:	JUSTIN T. POWELL
SIGNATURE:	/Justin T. Powell/
DATE SIGNED:	11/22/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=Mizzen - TEK84 EXECUTED Patent Security Agreement#page1.tif source=Mizzen - TEK84 EXECUTED Patent Security Agreement#page2.tif source=Mizzen - TEK84 EXECUTED Patent Security Agreement#page3.tif source=Mizzen - TEK84 EXECUTED Patent Security Agreement#page4.tif source=Mizzen - TEK84 EXECUTED Patent Security Agreement#page5.tif source=Mizzen - TEK84 EXECUTED Patent Security Agreement#page6.tif source=Mizzen - TEK84 EXECUTED Patent Security Agreement#page7.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 16, 2021, is made by Tek84 Inc. (the “**Grantor**”), in favor of Mizzen Capital, LP (the “**Lender**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Agreement, dated as of November 16, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), between the Grantor and the Lender, the Lender has agreed to make Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, the Grantor and the Lender have entered into that certain Security Agreement, dated as of November 16, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and make the Loans to the Grantor thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Patent Collateral**”):

(a) all rights, title and interests arising under any applicable Law in or relating to letters patent and applications therefor and any other ancillary rights thereto (“**Patents**”) including, without limitation, those that are registered in the United States Patent and Trademark Office or that are the subject of pending applications in the United States Patent and Trademark Office, as referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that notwithstanding the foregoing, the following shall be excluded from the definition of “Patent Collateral” hereunder: licenses, contracts, other agreements or intellectual property, which by the terms of such licenses, contracts, other agreements or intellectual property, prohibit the assignment of such agreements or intellectual property (to the extent such prohibition is enforceable at law).

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to

the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender 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.

Section 4. Grantor Remains Liable. Unless otherwise required by applicable Law and except as may be determined by the Grantor not to be worthwhile, necessary, advisable or in the best interests of the Grantor in its reasonable business judgment, the Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. Counterparts. 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.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

4883-0233-6003.3

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

Very truly yours,

TEK84 INC., as Grantor

By: 

Name: Kevin Russeth

Title: President

ACCEPTED AND AGREED
as of the date first above written:

MIZZEN CAPITAL, LP
as Lender

By: Mizzen Capital GP, LLC,
Its: General Partner

By: 
Name: Elizabeth H. Karter
Title: Managing Partner

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
Patent Registrations

Publication Number	Title	Publication Date	Priority Date	Priority Number	Assignee/Applicant	Inventor	Application Number	Application Date
<u>US1084550B2</u>	Compact body scanner	2020-11-24	2018-01-11 2019-01-11	US62709213P US16246405A	TEK84 INC., Poway, CA, US	Smith, Steven Winn	US16573735A	2019-09-17
<u>US20200326449A1</u>	COMPACT BODY SCANNER	2020-10-15	2018-01-11 2019-01-11 2019-09-17 2019-09-17	US62709213P US16246405A US16573714A US16573681A	TEK84 INC., Poway, CA, US	Smith, Steven Winn	US16911735A	2020-06-25
<u>US20200326448A1</u>	COMPACT BODY SCANNER	2020-10-15	2018-01-11 2019-01-11 2019-09-17 2019-09-17	US62709213P US16246405A US16573714A US16573681A	TEK84 INC., Poway, CA, US	Smith, Steven Winn	US16911699A	2020-06-25

<u>US10733736B2</u>	Body scanner with automated target recognition	2020-08-04	2016-05-17	US15157253A	TEK84 INC., Poway, CA, US Smith Steven Winn, San Diego, CA, US	Smith, Steven Winn	US15157253A	2016-05-17
<u>US10705245B2</u>	Compact body scanner	2020-07-07	2018-01-11 2019-01-11	US62709213P US16246405A	TEK84 INC., Poway, CA, US	Smith, Steven Winn	US16573714A	2019-09-17
<u>US10705244B2</u>	Compact body scanner	2020-07-07	2018-01-11 2019-01-11	US62709213P US16246405A	TEK84 INC., Poway, CA, US	Smith, Steven Winn	US16573681A	2019-09-17
<u>US10481295B2</u>	Compact body scanner	2019-11-19	2018-01-11	US62709213P	TEK84 INC., Poway, CA, US Tek84 Engineering Group LLC, San Diego, CA, US	Smith, Steven Winn	US16246405A	2019-01-11
<u>US10445591B2</u>	Automated target recognition based body scanner using database scans	2019-10-15	2017-10-05	US15726244A	TEK84 ENGINEERING GROUP LLC, San Diego, CA, US	Smith, Steven Winn	US15726244A	2017-10-05
<u>US9453936B2</u>	Body scanner with improved x-ray transmission	2016-09-27	2011-06-06	US13154226A	Smith Steven Winn, Poway, CA, US	Smith, Steven Winn	US13154226A	2011-06-06

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