

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7127041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OMNIX LABS INC.	01/13/2022
RECEIVING PARTY DATA	
Name:	FLOW CAPITAL CORP.
Street Address:	1 ADELAIDE STREET EAST, SUITE 3002, PO BOX 171
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5C 2V9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16433642
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:	8054566735
Email:	mark@dtlawpartners.com
Correspondent Name:	DT LAW PARTNERS LLP
Address Line 1:	125 EAST VICTORIA ST. SUITE I
Address Line 4:	SANTA BARBARA, CALIFORNIA 93101
ATTORNEY DOCKET NUMBER:	FLOW_EVERWASH_OMNIX
NAME OF SUBMITTER:	MARK A. DEPACO
SIGNATURE:	/mark depaco/
DATE SIGNED:	01/18/2022
Total Attachments: 5	
source=Patent_SecurityAgt._Executed#page1.tif	
source=Patent_SecurityAgt._Executed#page2.tif	
source=Patent_SecurityAgt._Executed#page3.tif	
source=Patent_SecurityAgt._Executed#page4.tif	
source=Patent_SecurityAgt._Executed#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 13th day of January 2022, by and among OMNIX LABS INC., a Delaware corporation fka TagxLabs Inc., ("Grantor") and FLOW CAPITAL CORP. ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Loan and Security Agreement dated September 22, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Everwash, Inc., a Delaware corporation ("Borrower") and Lender, Lender has agreed to make certain financial and other accommodations available to Borrower from time to time pursuant to the terms and conditions thereof, pursuant to which Grantor will benefit; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Patent Security Agreement as a result of becoming a wholly owned subsidiary of Borrower;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) each issued Patent and each provision Patent application to which it is a party including those referred to on Schedule I, whether based on continuation, continuation in part, divisional and substitute applications, or such Patents result from a reissue or reexamination proceedings; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patents exclusively licensed under any Intellectual Property license, including right to receive any damages, (ii) injury to the goodwill associated with any Patent, or (iii) right to receive license fees, royalties, and other compensation under any Patent licensed under any Intellectual Property license.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrower or Grantor, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Borrower or Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and Guaranty and Security Agreement of even date therewith (collectively, the "Loan

Documents”). Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Loan Documents, the Loan Documents shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new patents or renewal or extension of any patent registration. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Security Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

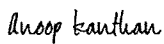
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

OMNIX LABS INC., a Delaware corporation fka
TagxLabs, Inc.

By:  _____
Name: Anoop Kanthan
Title: CEO

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

FLOW CAPITAL CORP.

By: _____
Name: Alex Baluta
Title: CEO

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


OMNIX LABS INC., a Delaware corporation fka
TagxLabs, Inc.

By: _____
Name: Anoop Kanthan
Title: CEO

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

FLOW CAPITAL CORP.

By:  _____
Name: Alex Baluta
Title: CEO

SCHEDULE I
to
PATENT SECURITY AGREEMENT

List of Patents

<u>Pending and Issued Patents</u>	<u>Application No.</u>
Real Time Video Stream Analysis System Using Deep Neural Networks	16/433,642