

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7140054

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

**CONVEYING PARTY DATA**

Name	Execution Date
PROJECT44, INC.	01/25/2022
CONVEY, LLC	01/25/2022
P44, LLC	01/25/2022

**RECEIVING PARTY DATA**

<b>Name:</b>	SIXTH STREET SPECIALTY LENDING, INC., AS AGENT
<b>Street Address:</b>	2100 MCKINNEY AVENUE, SUITE 1500
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201

**PROPERTY NUMBERS Total: 12**

Property Type	Number
Patent Number:	11062257
Application Number:	15595516
Application Number:	17463404
Application Number:	15836354
Application Number:	17028852
Application Number:	16241521
Application Number:	16241495
Application Number:	16915507
Application Number:	63108086
Application Number:	17512450
Application Number:	16529460
Application Number:	16571890

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899

*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.*

Phone: 6175269628

Email: cslattery@proskauer.com

**Correspondent Name:** CHRISTINE SLATTERY  
**Address Line 1:** PROSKAUER ROSE LLP  
**Address Line 2:** ONE INTERNATIONAL PLACE, 23RD FLOOR  
**Address Line 4:** BOSTON, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 74267.074

**NAME OF SUBMITTER:** CHRISTINE SLATTERY

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 01/25/2022

**Total Attachments: 6**

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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 25th day of January, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and SIXTH STREET SPECIALTY LENDING, INC. (“Sixth Street”), in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of November 12, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among project44, Inc. (“Project44”) and Convey, LLC (“Convey”, together with Project44, each individually a “Borrower” and collectively, jointly and severally, the “Borrowers”), as borrowers, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Sixth Street, as sole lead arranger (in such capacity, the “Arranger”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of November 12, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

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, each Grantor hereby agrees as follows:

DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured 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”):

all of its Patent registrations and applications referred to on Schedule I;

all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

1. COUNTERPARTS. This Patent Security Agreement is a Loan 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.

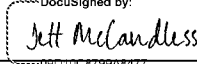
CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS 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.

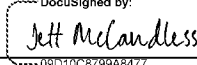
**GRANTORS:**

**PROJECT44, INC.**

By:   
Name: Jett McCandless  
Title: Chief Executive Officer

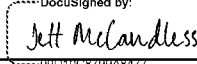
**CONVEY, LLC**

By: PROJECT44, INC., a Delaware corporation and sole member of Convey, LLC

By:   
Name: Jett McCandless  
Title: Chief Executive Officer

**P44, LLC**

By: PROJECT44, INC., a Delaware corporation and sole member of P44, LLC

By:   
Name: Jett McCandless  
Title: Chief Executive Officer of project44, Inc.

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**SIXTH STREET SPECIALTY LENDING, INC.**

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

Name: Robert (Bo) Stanley

Title: President

**SCHEDULE I**  
to  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>Country</b>	<b>Title</b>	<b>Appl No</b>	<b>Filing Date</b>	<b>Owner</b>
UNITED STATES	TECHNOLOGY FOR DYNAMICALLY FACILITATING SHIPPING AGREEMENTS	15/595516	15/5/17	project44, Inc.
UNITED STATES	USING MACHINE LEARNING TO DYNAMICALLY DETERMINE SHIPPING INFORMATION	17/463404	31/8/21	project44, Inc.
UNITED STATES	Systems and Methods for Predictive In- transit Shipment Delivery Exception Notification and Automated Resolution	15/836354	12/08/17	Convey, LLC
UNITED STATES	Systems and Methods for AI- Based Detection of Delays in a Shipping Network	17/028852	09/22/20	Convey, LLC
UNITED STATES	Shipping Management System with Multi-Carrier Support	Application: 15/836,374 Grant: 11062257	07/13/21	Convey, LLC
UNITED STATES	Unified View Operator Interface System and Method	16/241,521	01/07/19	Convey, LLC
UNITED STATES	System and Method for Dynamically Scheduling API-Based Shipment Updates Across Carriers	16/241,495	01/07/19	Convey, LLC
UNITED STATES	Intermediated Shipping Logistics System for Facilitating Delivery Appointment Scheduling with Outsourced Carrier Systems	16/915,507	06/29/20	Convey, LLC
UNITED STATES	Machine Learning Event Classification and Automated Case Creation	63/108,086	10/30/20	Convey, LLC
UNITED STATES	Machine Learning Event Classification and Automated Case Creation	17/512,450	10/27/21	Convey, LLC
UNITED STATES	Systems and Methods for Imputation of Transshipment Locations	16/529,460	8/1/19	p44, LLC
UNITED STATES	Systems and Methods for Imputation of Shipment Milestones	16/571,890	9/16/19	p44, LLC