

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7187483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
DRIVING MANAGEMENT SYSTEMS, INC.	02/21/2022

RECEIVING PARTY DATA

Name:	SOMPO LIGHT VORTEX INC.
Street Address:	26-1 NISHI-SHINJUKU 1-CHOME, SHINJUKU-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	160-8338

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	8718536
Patent Number:	8686864
Patent Number:	9280145
Patent Number:	9758039
Patent Number:	9379805
Patent Number:	9854433
Patent Number:	9369196
Patent Number:	9692880
Patent Number:	10122846
Patent Number:	10205819
Patent Number:	10547736
Application Number:	17432232
Application Number:	17665900
Application Number:	63307322
PCT Number:	US2020065109
PCT Number:	US2021033845

CORRESPONDENCE DATA

Fax Number: (415)947-2099

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.

PATENT

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Correspondent Name: WILSON SONSINI GOODRICH & ROSATI, P.C.
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Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 42225.007

NAME OF SUBMITTER: QUI LU FLOOD

SIGNATURE: /Qui Lu Flood/

DATE SIGNED: 02/22/2022

Total Attachments: 4

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “**Agreement**”) is entered into as of February 21, 2022 by **DRIVING MANAGEMENT SYSTEMS, INC.**, a Delaware corporation (“**Company**”), in favor of **SOMPO LIGHT VORTEX INC.** (“**Lender**”).

RECITALS

A. Lender has made or will make certain advances of money and extend certain financial accommodations to Company (the “**Loans**”) in the amounts and manner set forth in that certain Term Note Purchase Agreement by and between Company and Lender, dated as of February 21, 2022 (as the same may be amended, restated, modified or supplemented from time to time, the “**Note Purchase Agreement**”; capitalized terms used but not otherwise defined herein have the definitions assigned to such terms in the Note Purchase Agreement).

B. Pursuant to the terms of the Note Purchase Agreement, Company has granted to Lender a security interest in all of the Company's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Company 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 Note Purchase Agreement, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Note Purchase Agreement, the Company grants and pledges to Lender a continuing, first priority security interest in all of the Company's right, title and interest in, to and under all presently existing and hereafter acquired or arising patents of the Company (both granted and pending) in the United States (including without limitation those patents listed on Schedule A 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.

2. Recordation. Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Company hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the schedules to this Agreement to include any Company Collateral in the US which Company obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended schedules reflecting such new Company Collateral in the US.

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

5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware, or any other jurisdiction), except to the extent governed by the UCC.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Company:

102 South Tejon Street, Suite 870
Colorado Springs, CO 80903

COMPANY:

DRIVING MANAGEMENT SYSTEMS, INC.

By: Susan Spradley
Name: Susan Spradley
Title: CEO

Address of Lender:

26-1 Nishi-Shinjuku 1-chome
Shinjuku-ku, Tokyo, 160-8338
JAPAN

LENDER:

SOMPO LIGHT VORTEX INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMPANY:

Address of Company:

102 South Tejon Street, Suite 870
Colorado Springs, CO 80903

DRIVING MANAGEMENT SYSTEMS, INC.

By: _____
Name:
Title:

LENDER:

Address of Lender:

26-1 Nishi-Shinjuku 1-chome
Shinjuku-ku, Tokyo, 160-8338
JAPAN

SOMPO LIGHT VORTEX INC.

By: Ezumiari Kamanato
Name:
Title: *Executive officer*

(Signature page to Patent Security Agreement)

SCHEDULE A
Patents and Patent Applications

Title	RDY	Status	Issue or File Date	Publication # *	Patent #	Total Claims
APPARATUS, SYSTEM, AND METHOD FOR DETECTING THE PRESENCE AND CONTROLLING THE OPERATION OF MOBILE DEVICES WITHIN A VEHICLE	110006 US	ISSUED	5/6/14	US-2011-0183601-A1	8,718,536	18
APPARATUS, SYSTEM, AND METHOD FOR DETECTING THE PRESENCE OF AN INTOXICATED DRIVER AND CONTROLLING THE OPERATION OF A VEHICLE	110006CIP.US	ISSUED	4/1/14	US-2012-0055726-A1	8,686,864	23
APPARATUS, SYSTEM, AND METHOD FOR DETECTING THE PRESENCE OF AN INTOXICATED DRIVER AND CONTROLLING THE OPERATION OF A VEHICLE	110006CIPCON	ISSUED	3/8/16	US-2014-0180500 A1	9,280,145	20
APPARATUS, SYSTEM, AND METHOD FOR DETECTING THE PRESENCE OF AN INTOXICATED DRIVER AND CONTROLLING THE OPERATION OF A VEHICLE	110006CIPCON2	ISSUED	9/12/17	US-2016-0185217-A1	9,758,039	20
APPARATUS, SYSTEM, AND METHOD FOR DETECTING THE PRESENCE AND CONTROLLING THE OPERATION OF MOBILE DEVICES WITHIN A VEHICLE	110006CON	ISSUED	6/28/16	US-2014-0179356 A1	9,379,805	18
APPARATUS, SYSTEM, AND METHOD FOR DETECTING THE PRESENCE AND CONTROLLING THE OPERATION OF MOBILE DEVICES WITHIN A VEHICLE	110006CON2	ISSUED	12/26/17	US-2016-0269893-A1	9,854,433	19
APPARATUS, SYSTEM, AND METHOD FOR DETECTING THE PRESENCE AND CONTROLLING THE OPERATION OF MOBILE DEVICES WITHIN A VEHICLE	110006DIV	ISSUED	6/14/16	US-2014-0179351 A1	9,369,196	19
APPARATUS, SYSTEM, AND METHOD FOR INHIBITING OPERATION OF MOBILE DEVICES WITHIN A ZONE	140508	ISSUED	6/27/17	US-2016-0295006-A1	9,692,880	11
APPARATUS, SYSTEM, AND METHOD FOR INHIBITING OPERATION OF MOBILE DEVICES WITHIN A ZONE	140508CON	ISSUED	11/6/18	US-2017-0331942 A1	10,122,846	14
DETECTING THE LOCATION OF A PHONE USING RF WIRELESS AND ULTRASONIC SIGNALS	150450	ISSUED	2/12/19	US-2017-0019525-A1	10,205,819	11
DETECTING THE LOCATION OF A PHONE USING RF WIRELESS AND ULTRASONIC SIGNALS	150450CON	ISSUED	1/28/20	US-2019-0199850	10,547,736	11
METHODS AND SYSTEMS FOR DETECTING AND REPORTING NON-APPROVED MOBILE DEVICES IN A SECURE ZONE	185055.193185-US	Pending	8/19/21	US 17/432,232		31
POLICY CONTROLS FOR DEVICE MANAGEMENT SYSTEMS	185055.189183-US	Pending	12/16/19	PCT/US2020/065109		22
MOBILE DEVICE DISTRACTION MANAGEMENT	185055-1956630-WO	Pending	5/24/21	PCT/US2021/33845		20
LOCAL SOFTWARE BEACON FOR DEVICE MANAGEMENT	185055.200728-US	Pending	2/07/22	US 17/665,900		20
RIDESHARE MOBILE DEVICE MANAGEMENT	185055.200752-US	Pending	2/07/22	US 63/307,322		20

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