

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7202936

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TERRABOOST MEDIA OPERATING COMPANY, LLC	02/23/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ALTER DOMUS (US) LLC
<b>Street Address:</b>	225 WEST WASHINGTON STREET
<b>Internal Address:</b>	9TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 10</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D604973
Patent Number:	D604974
Patent Number:	D670113
Patent Number:	D670114
Patent Number:	D767916
Patent Number:	D767917
Patent Number:	D789704
Application Number:	16226460
Application Number:	16112412
Application Number:	17368695
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)802-3001
<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>	
<b>Phone:</b>	6508023000
<b>Email:</b>	brian.lee@weil.com
<b>Correspondent Name:</b>	JOSEPH SHUI
<b>Address Line 1:</b>	WEIL, GOTSHAL & MANGES LLP
<b>Address Line 2:</b>	201 REDWOOD SHORES PARKWAY
<b>Address Line 4:</b>	REDWOOD CITY, CALIFORNIA 94065

<b>ATTORNEY DOCKET NUMBER:</b>	78187.0048
<b>NAME OF SUBMITTER:</b>	JOSEPH SHUI
<b>SIGNATURE:</b>	/s/ Joseph Shui
<b>DATE SIGNED:</b>	03/02/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 7</b> source=III.A.3. Project Tropic - Patent Security Agreement#page1.tif source=III.A.3. Project Tropic - Patent Security Agreement#page2.tif source=III.A.3. Project Tropic - Patent Security Agreement#page3.tif source=III.A.3. Project Tropic - Patent Security Agreement#page4.tif source=III.A.3. Project Tropic - Patent Security Agreement#page5.tif source=III.A.3. Project Tropic - Patent Security Agreement#page6.tif source=III.A.3. Project Tropic - Patent Security Agreement#page7.tif	

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as February 23, 2022 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Alter Domus (US) LLC (“Alter Domus”), as collateral agent for the benefit of the Lenders and the other Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Convertible Loan Agreement dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Convertible Loan Agreement”) among, *inter alios*, Terraboost Media Holdings, Inc., a Delaware corporation (the “Parent”), Terraboost Media Operating Company, LLC, a Delaware limited liability company (the “Borrower”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Alter Domus (US) LLC, as administrative agent and collateral agent (in such capacities, the “Administrative Agent”), the Lenders have severally agreed to make Term Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Convertible Loan Agreement, all of the Grantors, among others, are party to a Pledge and Security Agreement dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified time to time, the “Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Convertible Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Administrative Agent to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or the Convertible Loan Agreement, as the context may require.

Section 2. Grant of Security Interest in Patent Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each Grantor hereby unconditionally pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and hereby grants the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in all of such Grantor’s right, title and interest in, to and to the following property of such Grantor, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the “Patent Collateral”):

(a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues and extensions thereof, including any of the foregoing referred to in Schedule 1 hereto;

(b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 1 hereto, other than patents and applications that have been cancelled or abandoned; all rights to obtain any reissues or extensions of the foregoing; and

(c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

Section 4. Authorization to Supplement. Subject to the terms of this Patent Security Agreement, each Grantor hereby authorizes the Administrative Agent to modify this Patent Security Agreement by amending Schedule I to include any such new this patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 5. Counterparts. Any number of counterparts of this Patent Security Agreement, including facsimiles and other electronic copies, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement. This Patent Security Agreement may be transmitted and signed and delivered by facsimile or other electronic means. The effectiveness of any such documents and signatures shall have the same force and effect as manually signed originals and shall be binding on all parties.

Section 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY

HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. **WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS.** EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS Patent SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF THE CONVERTIBLE LOAN AGREEMENT (“JURISDICTION; VENUE; SERVICE OF PROCESS; JURY TRIAL WAIVER”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. **Miscellaneous.** The terms and provisions of Sections 7.1, 7.2, 7.4, 7.7, 7.8 and 7.9 of the Pledge and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement *mutatis mutandis* as if fully set forth herein. This Patent Security Agreement shall constitute a “Loan Document” for all purposes of the Convertible Loan Agreement and the other Loan Documents.

Section 9. **RECORDATION.** THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL.

*[signatures begin on next page]*

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

TERRABOOST MEDIA OPERATING  
COMPANY, LLC, as Grantor

By: Brett Morrison  
Name: Brett Morrison  
Title: President and Chief Executive Officer

SCHEDULE 1

TO

PATENT SECURITY AGREEMENT

**U.S Issued Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Ownership</b>
COMBINATION DISPENSER AND ADVERTISING DISPLAY	D604973	12/1/2009	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC
COMBINATION DISPENSER AND ADVERTISING DISPLAY	D604974	12/1/2009	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC
COMBINATION DISPENSER AND ADVERTISING DISPLAY	D670113	11/6/2012	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC
COMBINATION DISPENSER AND ADVERTISING DISPLAY	D670114	11/6/2012	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC
ADVERTISING DEVICE FOR DISPENSING SANITIZING ARTICLES	D767916	10/4/2016	Brian Morrison, to be assigned to Terraboost Media Operating Company, LLC
ADVERTISING DEVICE FOR DISPENSING SANITIZING ARTICLES	D767917	10/4/2016	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC
COMBINATION HAND SANITIZER AND ADVERTISING DISPLAY	D789704	6/20/2017	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC

**U.S Patent Applications**

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Ownership</b>
SALES REPRESENTATIVE OPTIMIZATION SYSTEM	16/226460	12/19/2018	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC
PRINTED AND TREATED MATERIAL AND PRODUCTION PROCESS THEREOF	16/112412	8/24/2018	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC

Title	Application No.	Filing Date	Ownership
APPARATUS AND METHODS OF STORING WET WIPES IN BULK WHILE RETAINING MOISTURE	17/368695	7/6/2021	Terraboost Media, LLC, to be assigned to Terraboost Media Operating Company, LLC

#### **Issued Foreign Patents**

Title	Patent No.	Issue Date	Ownership	Country
ADVERTISEMENT APPARATUS WITH DISINFECTION EQUIPMENT	CN 302064594 S	9/5/2012	Terraboost Media, Ltd., to be assigned to Terraboost Media Operating Company, LLC	China
ADVERTISER EQUIPMENT WITH DISINFECTION PLANT	CN 301915308 S	5/16/2012	Terraboost Media, Ltd., to be assigned to Terraboost Media Operating Company, LLC	China
MOUNTING BRACKET	CN 202691513 U	1/23/2013	Terraboost Media, Ltd., to be assigned to Terraboost Media Operating Company, LLC	China

Granted rights include all right, title and interest in, to and under each of the above-referenced Patents and Patent Applications, subject only to the following rights reserved by Terraboost Media, LLC ("TBML") with respect to each Patent:

1. Except with respect to United States Patent Application 16/226,460, solely for the purposes of producing and selling products which include any or all elements of the Licensed Patents for sale to Grantor, TBML reserves for itself and Tazza Brands East, Inc., their successors and assignees, the right to import, produce, use, modify, have modified, sell and distribute such products and combined products.



2. With respect to United States Patent Application 16/226,460 (the “Sales Representative Optimization System”), no assigned rights are granted hereby. TBML hereby grants to Grantor a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, practice or otherwise exploit the inventions covered by such Patent to import, use, develop, make, have made, sell, offer to sell, import, export and produce any products in connection with the Business of Grantor. Upon approval and registration of the Sales Representative Optimization System, TBML has granted to Grantor a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, practice or otherwise exploit such Patent to import, use, develop, make, have made, sell, offer to sell, import, export and produce any products in connection with the Business of Grantor. TBML has specifically reserved the right to import, to produce, to use, to offer for sale, and to sell, modify, have modified, market, and distribute directly or indirectly and through multiple channels of distribution, products and combined products which include any or all elements of the Sales Representative Optimization System and to have those rights exercised on its behalf. All rights with respect to the Sales Representative Optimization System not explicitly granted to Grantor are expressly reserved for TBML.

3. Grantor does not claim or guarantee that any patent application described above will be approved and registered by USPTO.