

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7214619

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | INTELINAIR, INC. | 03/02/2022 |
| RECEIVING PARTY DATA | | |
| Name: | MCKINSEY & COMPANY, INC. UNITED STATES | |
| Street Address: | 711 THIRD AVENUE, 4TH FLOOR | |
| City: | NEW YORK | |
| State/Country: | NEW YORK | |
| Postal Code: | 10017 | |
| PROPERTY NUMBERS Total: 9 | | |
| Property Type | Number | |
| Patent Number: | 11227382 | |
| Patent Number: | 11094055 | |
| Application Number: | 63151141 | |
| Application Number: | 16692779 | |
| Application Number: | 63121694 | |
| Application Number: | 17401457 | |
| Application Number: | 17541789 | |
| Application Number: | 17576363 | |
| Application Number: | 63282786 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (703)610-6200 | |
| <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: | 7036106100 | |
| Email: | boxip@hoganlovells.com | |
| Correspondent Name: | GRETA D. FELDMAN OF HOGAN LOVELLS US LLP | |
| Address Line 1: | 8350 BROAD STREET, 17TH FLOOR | |
| Address Line 2: | ATTN: BOX INTELLECTUAL PROPERTY | |
| Address Line 4: | TYSONS, VIRGINIA 22102 | |
| ATTORNEY DOCKET NUMBER: | 002510.000068 | |
| NAME OF SUBMITTER: | GRETA D. FELDMAN OF HOGAN LOVELLS US LLP | |

PATENT

| | |
|---|--------------------|
| SIGNATURE: | /Greta D. Feldman/ |
| DATE SIGNED: | 03/09/2022 |
| Total Attachments: 8 source=INTELINAIR IP Security Agreement#page1.tif source=INTELINAIR IP Security Agreement#page2.tif source=INTELINAIR IP Security Agreement#page3.tif source=INTELINAIR IP Security Agreement#page4.tif source=INTELINAIR IP Security Agreement#page5.tif source=INTELINAIR IP Security Agreement#page6.tif source=INTELINAIR IP Security Agreement#page7.tif source=INTELINAIR IP Security Agreement#page8.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 2nd day of March, 2022 by and among MCKINSEY & COMPANY, INC. UNITED STATES (in such capacity, together with its successors and assigns, "Lender") and INTELINAIR, INC., a Delaware corporation ("Company" and Company together with any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit Agreement, by and between the Lender and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lender is willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the that certain U.S. Guaranty and Collateral Agreement, by and between the Lender and the Grantors dated as of the date hereof Agreement (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property, other than Excluded Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Patents");

(e) Any and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, as such Exhibit may be amended, modified or supplemented from time to time (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent to use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Lender, under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan 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 Security Agreement or any of the Loan 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 Intellectual Property Security Agreement, the Security Agreement or any of the other Loan 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.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

Sections 14.6 (Waiver of Jury Trial; Consequential and Other Damages) and 14.8 (Choice of Law; Consent to Jurisdiction) of the Credit Agreement are hereby incorporated by reference with the same effect as if directly restated herein, and each Grantor shall be deemed to be bound by the covenants thereunder as the "Borrower".

This Intellectual Property Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Intellectual Property Security Agreement. Receipt of an executed signature page to this Intellectual Property Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

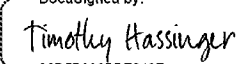
All notices, requests and demands to or upon the Lender or any Grantor hereunder shall be addressed to the Company and effected in the manner provided for in the Credit Agreement and each Grantor hereby appoints the Company as its agent to receive notices hereunder.

This Intellectual Property Security Agreement shall inure to the benefit of Lender and its respective successors and assigns, and shall be binding upon each Grantor and its successors and assigns.

[Signature page follows.]

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

INTELINAIR, INC., as a Grantor

By: _____
Name: Timothy Hassinger
Title: CEO and Board Chairman

MCKINSEY & COMPANY, INC. UNITED STATES, as Lender

By:_____
Name:
Title:

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

INTELINAIR, INC., as a Grantor

By: _____
Name:
Title:

MCKINSEY & COMPANY, INC. UNITED STATES, as Lender

By: _____
Name:
Title:

DocuSigned by:

F152FCE3C41A46F
David Fiocco
Partner

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

| Title | Country | Application Number | Patent Number | PTO Status |
|--|----------------|---------------------------|----------------------|-------------------|
| NUTRIENT DEFICIENCY DETECTION AND FORECASTING SYSTEM | US | 63/151,141 | | Pending |
| AGRICULTURAL PATTERN ANALYSIS SYSTEM | US | 16/692,779 | | Allowed |
| CHANGE DETECTION SYSTEM | US | 16/245,743 | 11,2273,82 | Patented |
| ANOMALY DETECTION SYSTEM | US | 16/245,758 | 11,094,055 | Patented |
| RESUDUE ANALYSIS AND MANAGEMENT SYSTEM | US | 63121694 | | Pending |
| ANOMALY DETECTION SYSTEM | US | 17/401,457 | | Pending |
| RESUDUE ANALYSIS AND MANAGEMENT SYSTEM | US | 17/541,789 | | Pending |
| CHANGE DETECTION SYSTEM | US | 17/576,363 | | Pending |
| AGRICULTURAL FIELD ANALYSIS SYSTEM FOR GENERATING A FIELD DIGITAL TWIN | US | 63/282,786 | | Pending |

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Intelinair

5664313

AGMRI

5356052