

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7219691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
REPRIVATA LLC	12/31/2021
RECEIVING PARTY DATA	
Name:	GLADYS FENNER GAY LE BRETON & JAMES P. FARWELL
Street Address:	6126 SAINT CHARLES AVE, APT C
City:	NEW ORLEANS
State/Country:	LOUISIANA
Postal Code:	70118
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17111090
Patent Number:	10084757
CORRESPONDENCE DATA	
Fax Number:	(713)308-4119
<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:	7137524419
Email:	sborrelliipdocket@jw.com
Correspondent Name:	JACKSON WALKER LLP
Address Line 1:	HOUSTON IP DEPARTMENT
Address Line 2:	1401 MCKINNEY ST., SUITE 1900
Address Line 4:	HOUSTON, TEXAS 77010
ATTORNEY DOCKET NUMBER:	161480.00001
NAME OF SUBMITTER:	D. BRIT NELSON
SIGNATURE:	/D. Brit Nelson/
DATE SIGNED:	03/11/2022
Total Attachments: 8	
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PATENT

REEL: 059235 FRAME: 0965

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “*Agreement*”), dated as of December 31, 2021, is made by and among Reprivata LLC, a Delaware limited liability company (the “*Grantor*”), in favor of the undersigned parties (the “*Secured Parties*”).

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement, dated as of the date hereof (the “*Financing Agreement*”), among Grantor and certain of the Secured Parties, the Grantor has agreed to grant a security interest in the Grantor’s Intellectual Property Collateral (as defined herein) to the Secured Parties in exchange for the entire Aggregate Principal Amount (as defined in the Financing Agreement), which, for the avoidance of doubt, is equal to \$2,000,000 (the “*Loan*”);

WHEREAS, pursuant to the Financing Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Secured Parties to (i) enter into the Financing Agreement and (ii) provide the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Secured Parties as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Financing Agreement.

2. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor’s right, title and interest in and to the following (the “*Intellectual Property Collateral*”), whether now existing or hereafter arising, 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 arising under the Additional Notes (the “*Obligations*”):

i. all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above, including, but not limited to, those set forth on Schedule I hereto (collectively, the “*Pledged Trademarks*”),

ii. all patents, patent applications and patentable inventions, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto and in connection with clause (v) below (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, including but not limited to, those set forth on Schedule II hereto (collectively, the “*Pledged Patents*”);

iii. all copyrights, whether registered or unregistered and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein (including, but not limited to, business software), all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, including, but not limited to, those set forth on Schedule III hereto (collectively, “*Pledged Copyrights*”);

iv. all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the “*Pledged Trade Secrets*”);

v. all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Pledged Trademark or Pledged Trade Secret, (B) any right under any Pledged Patent, and (C) any right under any Pledged Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

vi. any and all proceeds of the foregoing.

3. Default. A default under the Additional Notes shall constitute an event of default under this Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware, without regard to conflict of law principles thereof, but giving effect to federal laws applicable to national banks.

6. Recordation; Permitted Filings. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement. Grantor hereby authorizes a the Secured Parties to file and/or record such financing statements, continuation statements and amendments, in such form as Secured Party may require, in order to perfect or continue the perfection of this security interest (and Grantor hereby agrees to execute and/or deliver to Secured Party any such financing statements, continuation statements and amendments if requested by Secured Party), together with filing this Agreement and a Recordation Cover Sheet with the Assignment Recordation Branch of the U.S. Patent and Trademark Office. Without the prior written consent of the Secured Parties, Grantor shall not create or permit to exist any other lien or security interest or assignment in any of the Intellectual Property Collateral.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

Reprivata LLC

By: _____

DocuSigned by:

Thomas M. Smith

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Name: Thomas M. Smith

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

SECURED PARTIES

(IF AN ENTITY):

[•]

By: _____
Name:
Title:

(IF AN INDIVIDUAL):

By: _____
Name: Gladys Fenner Gay Lonsdale
DocuSigned by: Gladys Fenner Gay Lonsdale
DocuSigned by: Gladys Fenner Gay Lonsdale
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SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Mark	Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
COMMUNITY OF TRUST	[REPRIVATA LLC]	86739854	5092427	27-AUG-2015	29-NOV-2016
COT	[REPRIVATA LLC]	86739855	5092428	27-AUG-2015	29-NOV-2016

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

<u>Description</u>	Application No.	Application Date	Patent No.	Registration Date	Owner
Network privacy	14596818	2015-01-14	10084757	2018-09-25	REPRIVATA LLC
SYSTEM AND METHOD FOR FACILITATING COMPLIANCE WITH EVOLVING STANDARDS AND REAL TIME CONDITIONS	17/111,090	2020-12-03			REPRIVATA LLC

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

Registered Copyright	Grantor	Registration Number	Date of Registration
<u>None.</u>			

[Signature page to Intellectual Property Assignment Agreement]

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RECORDED: 03/11/2022

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REEL: 059235 FRAME: 0973