

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7235127

| | |
|---|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| KAARYA LLC | 03/21/2022 |
| MYKAARMA POCKETEXPERT ACQUISITION LLC | 03/21/2022 |
| RECEIVING PARTY DATA | |
| Name: | AB PRIVATE CREDIT INVESTORS LLC |
| Street Address: | 405 COLORADO STREET |
| Internal Address: | SUITE 1500 |
| City: | AUSTIN |
| State/Country: | TEXAS |
| Postal Code: | 78701 |
| PROPERTY NUMBERS Total: 7 | |
| Property Type | Number |
| Application Number: | 16702476 |
| Application Number: | 15997653 |
| Application Number: | 15401771 |
| Application Number: | 14052499 |
| Application Number: | 29405895 |
| Application Number: | 63172609 |
| Application Number: | 17336070 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 7044441000 |
| Email: | kristen.mims@alston.com |
| Correspondent Name: | ALSTON & BIRD LLP |
| Address Line 1: | ONE SOUTH AT THE PLAZA |
| Address Line 2: | 101 SOUTH TRYON STREET, SUITE 4000 |
| Address Line 4: | CHARLOTTE, NORTH CAROLINA 28280-4000 |
| ATTORNEY DOCKET NUMBER: | 064637/573248 |
| NAME OF SUBMITTER: | KRISTEN MIMS |

PATENT

| | |
|---|----------------|
| SIGNATURE: | /Kristen Mims/ |
| DATE SIGNED: | 03/21/2022 |
| Total Attachments: 6 source=AB_MYK - Intellectual Property Security Agreement_4#page1.tif source=AB_MYK - Intellectual Property Security Agreement_4#page2.tif source=AB_MYK - Intellectual Property Security Agreement_4#page3.tif source=AB_MYK - Intellectual Property Security Agreement_4#page4.tif source=AB_MYK - Intellectual Property Security Agreement_4#page5.tif source=AB_MYK - Intellectual Property Security Agreement_4#page6.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 21, 2022 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as Collateral Agent.

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 21, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent;

WHEREAS, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (excluding Excluded Assets) (collectively, the “**Intellectual Property Collateral**”):

(a) (i) the United States issued patents and patent applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the United States; (iv) all inventions and improvements claimed therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(b) the United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, and including (i) all extensions or renewals of any of the foregoing, (ii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit.

Section 2. Recordation. Each Grantor authorizes and requests that the United States Copyright Office and/or United States Patent and Trademark Office record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, 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 law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

[Remainder of Page Intentionally Left Blank]

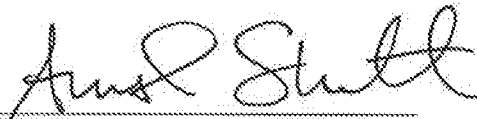
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

KAARYA LLC, as a Grantor

By: 

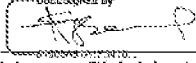
Name: Anish Sheth
Title: Vice President

MYKAARMA POCKETEXPERT ACQUISITION
LLC, as a Grantor

By: 

Name: Anish Sheth
Title: Vice President


AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By:  _____
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (PAGE 1 OF 2)

I. United States Trademark Registrations and Applications

U.S. REGISTERED TRADEMARKS:

| Serial Number | Reg. Number | Mark | Owner |
|---------------|-------------|---|---|
| 90148580 | 6301148 |  | Kaarya LLC |
| 90101866 | 6300743 | SERVICECART | Kaarya LLC |
| 88288905 | 6191757 | SERVICE@HOME | Kaarya LLC |
| 86933937 | 5059348 | MYKAARMA | Kaarya LLC |
| 86567713 | 5214502 | POCKET EXPERT | myKaarma PocketExpert Acquisition LLC |

U.S. TRADEMARK APPLICATIONS:

| Serial Number | Filing Date | Mark | Owner |
|---------------|----------------|----------|------------|
| 90574471 | March 11, 2021 | TRADZ | Kaarya LLC |
| 90574428 | March 11, 2021 | TRADZ.AI | Kaarya LLC |
| 90574384 | March 11, 2021 | TRADZ | Kaarya LLC |

II. United States Issued Patents and Patent Applications

U.S. ISSUED PATENTS:

| Patent No. | App. No. | Title | Owner |
|------------|------------|--|------------|
| 11,025,616 | 16/702,476 | LIMITED USER AUTHENTICATION BY SELF-RECOGNITION | Kaarya LLC |
| 10,498,725 | 15/997,653 | LIMITED USER AUTHENTICATION FOR CONTROLLING PERSONAL INFORMATION PRIVACY | Kaarya LLC |
| 9,992,192 | 15/401,771 | USER INTERFACE FOR CONTROL OF PERSONAL INFORMATION PRIVACY | Kaarya LLC |
| 9,726,749 | 14/052,499 | SYSTEM AND METHOD FOR PROXIMITY DETECTION | Kaarya LLC |
| D659,704 | 29/405,895 | DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE | Kaarya LLC |

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT (PAGE 2 OF 2)

U.S. PATENT APPLICATIONS:

| App. No. | Filing Date | Title | Owner |
|-----------------|--------------------|---|--------------|
| 63/172,609 | | SYSTEM AND METHOD FOR ADAPTIVE MESSAGE DISTRIBUTION | Kaarya LLC |
| 17/336,070 | 6/1/21 | WEB APPLICATION USER IDENTIFICATION BY LIMITED SELF-RECOGNITION | Kaarya LLC |