

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7289723

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	PAUBOX, INC.	04/20/2022
RECEIVING PARTY DATA		
Name:	WESTERN ALLIANCE BANK	
Street Address:	55 ALMADEN BOULEVARD, SUITE 100	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95113	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	10805311	
Patent Number:	10904266	
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>		
Email:	gmorris@gcalaw.com	
Correspondent Name:	GREGORI MORRIS	
Address Line 1:	7831 MODERN OASIS DRIVE	
Address Line 4:	SAN DIEGO, CALIFORNIA 92108	
NAME OF SUBMITTER:	GREGORI M. MORRIS	
SIGNATURE:	/Gregori M. Morris/	
DATE SIGNED:	04/20/2022	
Total Attachments: 5		
source=WAL_Paubox_Intellectual Property Security Agreement_executed#page1.tif		
source=WAL_Paubox_Intellectual Property Security Agreement_executed#page2.tif		
source=WAL_Paubox_Intellectual Property Security Agreement_executed#page3.tif		
source=WAL_Paubox_Intellectual Property Security Agreement_executed#page4.tif		
source=WAL_Paubox_Intellectual Property Security Agreement_executed#page5.tif		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 20, 2022 (the "Agreement"), between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and PAUBOX, INC., a Delaware corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of April 20, 2022 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) 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.

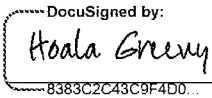
Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 Loan Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

PAUBOX, INC., a Delaware corporation

By: 
8383C2C43C9F4D0...

Name: Hoala Greevy

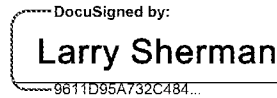
Title: CEO

Address for Notices:

Attn: Evan Fitzgerald, Director of Finance
5 3rd Street, Suite 324
San Francisco, CA 94103
Email:

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: 
9611D95A732C484...

Name: Larry Sherman

Title: Senior Director

Address for Notices:

Attn: Larry Sherman
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Email: larry.sherman@bridgebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist **X**

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist ☐


<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
	90747957			6/1/21
Zero Trust Email	90719065			5/18/21
Paubox	88144908	5842839		10/5/18

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Method for securely communicating email content between a sender and a recipient	10805311	15683246	Published	10/13/20
System and method for verifying the identity of email senders to improve email security within an organization	10904266	16944091	Published	1/26/21