

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7381899

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KOLLECTIVE TECHNOLOGY, INC.	04/01/2021
RECEIVING PARTY DATA	
Name:	STERLING NATIONAL BANK
Street Address:	ONE JERICHO PLAZA
Internal Address:	3RD FLOOR
City:	JERICHO
State/Country:	NEW YORK
Postal Code:	11753
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7398301
Patent Number:	7363498
Patent Number:	7765411
Patent Number:	7089290
Patent Number:	7450524
Patent Number:	7349358
Patent Number:	9094367
Patent Number:	9871716
Patent Number:	9866602
CORRESPONDENCE DATA	
Fax Number:	(312)269-1747
<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:	3122698000
Email:	marden@nge.com, ryoung@nge.com
Correspondent Name:	ANDREW S. FRAKER
Address Line 1:	2 N LASALLE STREET
Address Line 2:	SUITE 1700
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	031453.0011

PATENT

NAME OF SUBMITTER:	ANDREW S. FRAKER
SIGNATURE:	/ANDREW S. FRAKER/
DATE SIGNED:	06/14/2022
Total Attachments: 13 source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page1.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page2.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page3.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page4.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page5.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page6.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page7.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page8.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page9.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page10.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page11.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page12.tif source=#28707686v1 - (Intellectual Property Security Agreement - Kollektive - 2021.4.1 EXECUTED)#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this “Agreement”), dated as of April 1, 2021, is by and between STERLING NATIONAL BANK, a national banking association (together with its successors and assigns, the “Secured Party”) and KOLLECTIVE TECHNOLOGY, INC., a Delaware corporation (formerly known as KONTIKI, Inc.), as grantor (the “Grantor”).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as the date hereof (amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), by and among the Grantor, as borrower (the “Borrower”), the other loan parties a party thereto and the Secured Party, as lender, among other things, the Secured Party has agreed to make certain loans to the Borrower. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement

WHEREAS, the Secured Party is willing to extend and to continue to extend financial accommodations to the Borrower, but only upon the condition, among others, that the Grantor shall grant to the Secured Party a security interest in certain Copyrights, Patents and Trademarks owned by Grantor to secure the obligations of Grantor under the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement and the other Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Obligations, the Grantor grants and pledges to the Secured Party a security interest in all of the Grantor’s right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, respectively, including without limitation, all proceeds and products thereof (such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the

Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Loan 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan 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 the Secured Party, of any or all other rights, powers or remedies.

3. The Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property for which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any other jurisdiction, except for such intellectual property rights that have been abandoned prior to the Closing Date and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

4. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Secured Party.

5. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.

6. The following are the addresses for any notices with respect to this Agreement:

Address of Grantor:

Kollective Technology, Inc.
549 NW York Drive
Suite 260 Bend, OR 97703
Attention: Brock Becker
Email: bbeckner@kollective.com

Address of Secured Party:

Sterling National Bank
One Jericho Plaza
3rd Floor
Jericho, NY 11753
Attention: Group Head, Innovation Finance;

with a copy to:

Sterling National Bank
21 Scarsdale Road
Yonkers, NY 10707
Attention: General Counsel

and

Sterling National Bank
4117 N. Hermitage
Chicago, IL 60613
Attention: John B. Hoesley

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IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by it duly authorized officer as of the date first set forth above.

GRANTOR:

KOLLECTIVE TECHNOLOGY, INC.

By: 

Name: Wade Pfeiffer

Title: Chief Operating Officer

SECURED PARTY:

STERLING NATIONAL BANK

By: _____

Name: John B. Hoesley

Title: Senior Managing Director

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

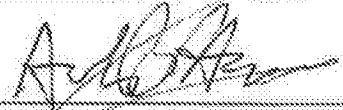
GRANTOR:

KOLLECTIVE TECHNOLOGY, INC.

By: _____
Name: Wade Pfeiffer
Title: Chief Operating Officer

SECURED PARTY:

STERLING NATIONAL BANK

By:  _____
Name: John B. Hoesley
Title: Senior Managing Director

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 060193 FRAME: 0724

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
Recorded document	United States of America	V9963D873	
Electronic file	United States of America	TX0007276304	
Electronic file	United States of America	TX0007276321	

EXHIBIT B
PATENTS

EXHIBIT C
TRADEMARKS

Description	Jurisdiction	Filing Date	Registration Number
	United Kingdom		UK00914565873
	Canada		TMA1005252
	European Union		14565873
	Japan		5797216
	Korea		45-0067673
	United States		5570904
	European Union		2410769
	United Kingdom		UK00902410769
	Canada		TMA701829
	Japan		4739764
	Korea		4500070360000
	United States		2986029

<u>Asset Owner</u>	<u>Asset</u>	<u>Description of Asset</u>	<u>Jurisdiction</u>	<u>ID Number</u>
Kollective Technology, Inc.	Patent	METHOD AND APPARATUS FOR FACILITATING DISTRIBUTED DELIVERY OF CONTENT ACROSS A COMPUTER NETWORK	United States of America	7,398,301
Kollective Technology, Inc.	Patent	METHOD AND APPARATUS FOR FACILITATING DISTRIBUTED DELIVERY OF CONTENT ACROSS A COMPUTER NETWORK	Germany	602 11 524.8-08
Kollective Technology, Inc.	Patent	METHOD AND APPARATUS FOR FACILITATING DISTRIBUTED DELIVERY OF CONTENT ACROSS A COMPUTER NETWORK	France	1,413,119
Kollective Technology, Inc.	Patent	METHOD AND APPARATUS FOR FACILITATING DISTRIBUTED DELIVERY OF CONTENT ACROSS A COMPUTER NETWORK	United Kingdom	1,413,119

Kollective Technology, Inc.	Patent	METHOD AND APPARATUS FOR FACILITATING DISTRIBUTED DELIVERY OF CONTENT ACROSS A COMPUTER NETWORK	Japan	4198053
Kollective Technology, Inc.	Patent	METHOD AND APPARATUS FOR FACILITATING SECURE DISTRIBUTED CONTENT DELIVERY	United States of America	7,363,498
Kollective Technology, Inc.	Patent	METHOD AND APPARATUS FOR FACILITATING SECURE DISTRIBUTED CONTENT DELIVERY	United States of America	7,765,411
Kollective Technology, Inc.	Patent	DYNAMICALLY CONFIGURING NETWORK COMMUNICATION PARAMETERS FOR AN APPLICATION	United States of America	7,089,290
Kollective Technology, Inc.	Patent	METHOD AND APPARATUS FOR DETERMINING NETWORK TOPOLOGY IN A PEER-TO-PEER	United States of America	7,450,524

		NETWORK		
Kollecative Technology, Inc.	Patent	METHOD AND APPARATUS FOR OPTIMIZING CONTENT DELIVERY ON LOCAL SUBNETS	United States of America	7,349,358
Kollecative Technology, Inc.	Patent	METHOD AND APPARATUS FOR OPTIMIZING CONTENT DELIVERY ON LOCAL SUBNETS	United States of America	9,094,367
Kollecative Technology, Inc.	Patent	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	United States of America	9,871,716
Kollecative Technology, Inc.	Patent	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Germany	602015052334.2
Kollecative Technology, Inc.	Patent	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Germany	3207666
Kollecative Technology, Inc.	Patent	BROADCAST READINESS TESTING IN	Ireland	3207666

		DISTRIBUTED CONTENT DELIVERY NETWORKS		
Kollective Technology, Inc.	Patent	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	United Kingdom	3207666
Kollective Technology, Inc.	Patent	BROADCAST READINESS TESTING IN DISTRIBUTED CONTENT DELIVERY NETWORKS	Japan	6720157
Kollective Technology, Inc.	Patent	ADAPTIVE BIT RATES DURING BROADCAST TRANSMISSIO N IN DISTRIBUTED CONTENT DELIVERY NETWORKS	United States of America	9,866,602
Kollective Technology, Inc.	Patent	ADAPTIVE BIT RATES DURING BROADCAST TRANSMISSIO N IN DISTRIBUTED CONTENT DELIVERY NETWORKS	United Kingdom	2540442
Kollective Technology, Inc.	Patent	ADAPTIVE BIT RATES DURING BROADCAST	Japan	6720157

				c5a5ccba24-DONUTS
Kolletive Technology, Inc	Domain name	kolletive.se	Sweden	
Kolletive Technology, Inc	Domain name	kolletive.fr	France	
Kolletive Technology, Inc	Domain name	peering.live	United States	546884a72aed45509703eb cd52431810-DONUTS
Kolletive Technology, Inc	Domain name	kolletive.be	Belgium	
Kolletive Technology, Inc	Domain name	kolletive.biz	United States	D63546498-BIZ
Kolletive Technology, Inc	Domain name	kolletive.co.com	United States	
Kolletive Technology, Inc	Domain name	kolletive.eu	European Union	
Kolletive Technology, Inc	Domain name	kolletively.com	United States	1896363798_DOMAIN_C OM-VRSN
Kolletive Technology, Inc	Domain name	kolletivenet.com	United States	1896363798_DOMAIN_C OM-VRSN
Kolletive Technology, Inc	Domain name	kolletivenetwork s.com	United States	1896363796_DOMAIN_C OM-VRSN
Kolletive Technology, Inc	Domain name	kolletivetech.co m	United States	1902540285_DOMAIN_C OM-VRSN
Kolletive Technology, Inc	Domain name	kolletivetecholo gies.com	United States	1902540286_DOMAIN_C OM-VRSN
Kolletive Technology, Inc	Domain name	kolletivetecholo gy.com	United States	1902540284_DOMAIN_C OM-VRSN
Kolletive Technology, Inc	Domain name	kontiki.com	United States	5139536_DOMAIN_COM -VRSN
Kolletive Technology, Inc	Domain name	kolletive.app	United States	3E612BF7F-APP
Kolletive Technology, Inc	Domain name	kolletive.cd	United States	