PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7415381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date	
FOREVERENCE INC.	06/03/2022	

RECEIVING PARTY DATA

Name:	HILL CAPITAL FUND I, LLC
Street Address:	1312 NORTHLAND DRIVE, SUITE 500
City:	MENDOTA HEIGHTS
State/Country:	MINNESOTA
Postal Code:	55120

PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	D808108	

CORRESPONDENCE DATA

Fax Number: (612)492-7077

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.

Phone: 6124927000

Email: dmaday@fredlaw.com **Correspondent Name:** DEBORAH L. MADAY

Address Line 1: FREDRIKSON & BYRON, P.A.

Address Line 2: 200 SOUTH SIXTH STREET, SUITE 4000 Address Line 4: MINNEAPOLIS, MINNESOTA 55402-1425

ATTORNEY DOCKET NUMBER:	82243.12	
NAME OF SUBMITTER:	DEBORAH L. MADAY	
SIGNATURE:	/DEBORAH L. MADAY/	
DATE SIGNED:	07/05/2022	

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this "Agreement") is entered into as of June 3, 2022 by and between HILL CAPITAL FUND I, LLC, a Delaware limited liability company ("Secured Party") and FOREVERENCE INC., a Minnesota corporation ("Grantor").

RECITALS

- **A.** Secured Party, Grantor and the other parties party thereto are entering into a Secured Note Purchase Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**NPA**"). Defined terms used herein without definition shall have the meanings set forth in the NPA.
- **B.** The Obligations are secured by the Collateral, as defined in the NPA, including without limitation, all of Grantor's Intellectual Property.
 - **C.** Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the NPA.

Now, Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Secured Party hereby agree:

AGREEMENT

To secure the Obligations, Grantor grants Secured Party a security interest in all of Grantor's right, title and interest in its Intellectual Property (the "**IP Collateral**"). Grantor hereby confirms that the attached schedules of Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

Grantor hereby authorizes Secured Party to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

Upon payment in full of the Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist) and at such time as Lenders' obligation to make Credit Extensions has terminated, Secured Party shall, at Grantor's sole cost and expense, release any security interest in the IP Collateral and all rights therein shall revert to Grantor.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

FOREVERENCE INC.

-----DocuSigned by:

Name: Pete Saari

Title: CEO

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.

SECURED PARTY:

HILL CAPITAL FUND I, LLC

By: Patrick Donoliu

Name Patrick Dohohue

Title: Chief Executive Officer

EXHIBIT A

Copyrights

	Registration		
Description	Number	Registration Date	
None.			

EXHIBIT B

Patents

Description	Patent	Issue Date
Urn in the shape of a book	D808,108	Jan 16, 2018

EXHIBIT C

Trademarks

Mark	Registration no.	Registration Date	Country	Status
FOREVERENCE	4879508	January 5, 2016	USA	LIVE

PATENT REEL: 060397 FRAME: 0706

RECORDED: 07/05/2022