

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INNOVAPPTIVE, INC.	09/15/2022
RECEIVING PARTY DATA	
Name:	ESPRESSO CAPITAL LTD.
Street Address:	300-8 KING STREET EAST
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5C1B5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10448227
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:	2125490410
Email:	shorne@reedsmith.com
Correspondent Name:	LEE ANN DILLON
Address Line 1:	599 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
NAME OF SUBMITTER:	LEE ANN DILLON
SIGNATURE:	/LEE ANN DILLON/
DATE SIGNED:	09/19/2022
Total Attachments: 3	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY AGREEMENT dated with effect September 15, 2022 (“**Agreement**”), between **Innovapptive, Inc.** (“**Borrower**”), with and for the benefit of **ESPRESSO CAPITAL LTD.** (“**Espresso**”) as administrative and collateral agent on behalf of the Lender (as defined in the Loan Facility and Security Agreement).

WHEREAS, pursuant to the Loan Facility and Security Agreement among Borrower, Espresso and the Lender dated September 15, 2022, as amended, modified, restated, or replaced from time to time, (the “**Loan Facility and Security Agreement**”), Espresso has agreed to provide Borrower with certain financings,

AND WHEREAS, Borrower, as security for its Obligations under the Loan Facility and Security Agreement, shall grant a security interest in certain intellectual property of Borrower under this Agreement,

Borrower, in consideration of the premises and to induce Espresso to enter into the Loan Facility and Security Agreement and provide financings to Borrower, hereby agrees with Espresso as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this Agreement shall have the meanings given them in the Loan Facility and Security Agreement, and references to Schedule ‘A’ are to the attached Schedule ‘A’.
2. **Grant of Security Interest in the Collateral.** Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Espresso, and grants to Espresso a Lien on and security interest in, all of its right, title and interest in, to and under the following (the “**Collateral**”):
 - (a) all its patents and all intellectual property licenses providing for the grant by or to such Borrower of any right under any patent, including, without limitation, those referred to in Schedule ‘A’,
 - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, and
 - (c) all renewals and extensions of the foregoing, and
 - (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
3. **Loan Facility and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Espresso pursuant to the Loan Facility and Security Agreement. Borrower hereby acknowledges and agrees the rights and remedies of Espresso with respect to the security interest in the Collateral made and granted by this Agreement are more fully set forth in the Loan Facility and Security Agreement, the terms and provisions of which are incorporated by reference in this Agreement.
4. **Borrower Remains Liable.** Borrower hereby agrees, anything in this Agreement to the contrary

notwithstanding, Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Collateral and intellectual property licenses subject to the security interest granted under this Agreement.

- 5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 6. **Governing Law.** This Agreement and the rights and obligations of Borrower and Espresso shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Borrower has caused this Agreement to be executed and delivered by its duly authorized officer at the date first written above.

Innovapptive, Inc.

DocuSigned by:
By Tony Malz
B524CA13ADB9436...
Tony Malz, CFO

ACCEPTED AND AGREED at the date first above written

Espresso Capital Ltd., for itself and on behalf of
the Lender

DocuSigned by:
By [Signature]
049DBDA2A01B4AB...
Enio Lazzar, COO & CFO

Schedule 'A'
to Intellectual Property Security Agreement

Patent:

Owner	Patent / Patent Application	Patent Pub. No./ Patent No.	Pub. Date / Issue Date
Innovapptive, Inc.	Mobile Database Access Application Development System and Method	US 2017/0289731 US 10448227	10/05/2017 10/15/2019