

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7682147

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CAPSTONE TECHNOLOGIES, LLC	12/07/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PURPLE LINE CAPITAL, LLC
<b>Street Address:</b>	11808 WEST CENTER ROAD
<b>City:</b>	OMAHA
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	68114
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16747170
Application Number:	12779335
Application Number:	16004957
Application Number:	15427258
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(402)390-9005
<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>	
<b>Phone:</b>	4023909500
<b>Email:</b>	ip@koleyjessen.com
<b>Correspondent Name:</b>	ROBERTA L. CHRISTENSEN
<b>Address Line 1:</b>	1125 S 103RD STREET
<b>Address Line 2:</b>	ONE PACIFIC PLACE, SUITE 800
<b>Address Line 4:</b>	OMAHA, NEBRASKA 68124
<b>ATTORNEY DOCKET NUMBER:</b>	26751-0000
<b>NAME OF SUBMITTER:</b>	ROBERTA L. CHRISTENSEN
<b>SIGNATURE:</b>	/rlc/
<b>DATE SIGNED:</b>	12/07/2022
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	

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## PATENT SECURITY AGREEMENT

**PATENT SECURITY AGREEMENT**, dated as of December 7, 2022, by **CAPSTONE TECHNOLOGIES, LLC**, a Nebraska limited liability company ("Grantor"), in favor of **PURPLE LINE CAPITAL, LLC**, a Nebraska limited liability company, in its capacity as representative ("Representative") for the Noteholders (as defined in the Purchase Agreement (as hereinafter defined)).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Convertible Promissory Note Purchase Agreement dated as of even date herewith by and among Grantor, Representative and the Noteholders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), the Noteholders have agreed to purchase certain notes issued by Grantor;

WHEREAS, Noteholders are willing to purchase such notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantor execute that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Representative, for the ratable benefit of the Noteholders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Representative, for the ratable benefit of the Noteholders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its registered Patents set forth on Schedule I hereto;
- (b) all reissues, continuations, or extensions of the foregoing; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Representative, on behalf of the Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Representative with respect to the

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security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Representative to unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Representative's continuing security interest in all Patent Collateral, whether or not listed on Schedule I

5. COUNTERPARTS. This Patent Security Agreement and all amendments hereto may be executed in any number of original counterparts, each of which when so executed and delivered shall be an original, and all of which, collectively, shall constitute one and the same agreement, it being understood and agreed that the signature pages may be detached from one or more counterparts and combined with the signature pages from any other counterpart in order that one or more fully executed originals may be assembled. Counterparts to this Patent Security Agreement may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. GOVERNING LAW. This Patent Security Agreement shall be construed in all cases in accordance with, and governed by, the laws of the State of Nebraska. Wherever possible, each provision of this Patent Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Patent Security Agreement shall be prohibited by, unenforceable or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Patent Security Agreement.


7. TERMINATION. Upon payment in full of the Secured Obligations (as defined in the Security Agreement), Representative shall, at the sole cost and expense of Grantor, execute and deliver to Grantor such lien releases and terminations and other documents, without any representation, warranty or recourse of any kind whatsoever, as Grantor shall reasonably request.

[Remainder of page intentionally left blank.]

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

**GRANTOR:**

**CAPSTONE TECHNOLOGIES, LLC**

By:   
Name: TROY R. POWER  
Its: Co-Founder

ACCEPTED AND ACKNOWLEDGED BY:

**PURPLE LINE CAPITAL, LLC**, as  
Representative

By: Scott Carlson  
Name: Scott Carlson  
Title: Manager

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
  
**PATENTS AND PATENT APPLICATIONS**

<b>Grantor</b>	<b>Title</b>	<b>Pub. No. App. No.</b>	<b>Pub. Date App. Date</b>
Capstone Technologies, LLC	Mail Handling Automation And Monitoring Systems	US11471915B1 US16747170	2022-10-18 2020-01-20
Capstone Technologies, LLC	Mail Handling Automation And Monitoring Systems	US9993845B1 US15427258	2018-06-12 2017-02-08
Capstone Technologies, LLC	Mail Handling Automation And Monitoring Systems	US10537919B1 US16004957	2020-01-21 2018-06-11
Capstone Technologies, LLC	ROBOTIC MAIL TRAY SLEEVE METHOD AND APPARATUS	US20110030318A1 US12779335	2011-02-10 2010-05-13