

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7691635

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUIXOTIC HOLDINGS, LLC	12/12/2022
RECEIVING PARTY DATA	
Name:	SUSQUEHANNA PRIVATE EQUITY INVESTMENTS, LLLP
Street Address:	401 CITY AVE
Internal Address:	SUITE 220
City:	BALA CYNWYD
State/Country:	PENNSYLVANIA
Postal Code:	19004
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	10836762
Patent Number:	10178509
Patent Number:	10419103
Patent Number:	11292790
Application Number:	17728557
Application Number:	17224825
Application Number:	11012817
Patent Number:	10873835
Patent Number:	10999708
Application Number:	17246273
Patent Number:	10623906
Patent Number:	10917755
Patent Number:	11428800
Patent Number:	10609517
Patent Number:	10856111
Patent Number:	11438312
PCT Number:	US2021050873
CORRESPONDENCE DATA	

Fax Number: (404)885-3900

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: 4048853868

Email: rusty.close@troutman.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN PEPPER LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	136975.000008
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NAME OF SUBMITTER:	CHRISTOPHER C CLOSE, JR.
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SIGNATURE:	/Christopher C. Close Jr./
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DATE SIGNED:	12/13/2022
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of December 12, 2022, is made by and among QUIXOTIC HOLDINGS, LLC, a Washington limited liability company and WIND TALKER INNOVATIONS, INC., a Delaware corporation (collectively, “*Grantor*”) in favor of SUSQUEHANNA PRIVATE EQUITY INVESTMENTS, LLLP, as the secured party under the Security Agreement referred to below (the “*Secured Party*”).

WHEREAS, the Grantor and the Secured Party are party to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), the defined terms of which are used herein unless otherwise defined herein).

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party, as security for the Obligations a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “*IP Collateral*”):

- (a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (iii) all patentable inventions and improvements thereto; (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Patents*”);
- (b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*; (ii) all extensions or renewals of any of the foregoing; (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing; (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill; (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Trademarks*”); provided, however, that the IP Collateral shall not include any 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; and
- (c) all United States copyrights (whether or not the underlying works of authorship have been

published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*; (ii) all extensions and renewals thereof; (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Copyrights*”).

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Intellectual Property are as provided by the Loan Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.


5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND THE SECURITY INTEREST GRANTED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLY. The Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the United States District Court of the Southern District (and all appropriate appellate courts or, if jurisdiction in such court is lacking, any New York State court of competent jurisdiction sitting in New York (and all appropriate appellate courts)), in any action or proceeding arising out of or relating to this IP Security Agreement. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this IP Security Agreement shall affect any right that the Secured Party may otherwise have to bring any action or proceeding relating to this IP Security Agreement against the Grantor or its properties in the courts of any jurisdiction. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this IP Security Agreement in any court referred to in this *Paragraph 6*. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

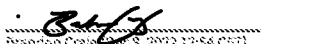
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

WIND TALKER INNOVATIONS, INC.,
a Delaware corporation

By: 
Name: Dennis McCarthy
Title: Interim CEO

QUIXOTIC HOLDINGS, LLC,
a Washington limited liability company

By: 
Name: Brandon Craig
Title: General Manager

Address for Notices:

Wind Talker Innovations, Inc.
3859 Laird Boulevard
Lakeland, Florida 33811
Attention: Lyle Tenpenny, General Counsel
Email: lyle.tenpenny@windtalker.com

AGREED TO AND ACCEPTED:

SECURED PARTY:

**SUSQUEHANNA PRIVATE EQUITY
INVESTMENTS, LLLP**

By: Susquehanna Advisors Group, Inc.,
its authorized agent

DocuSigned by:

By: DAB496E0AD924AD...
Name: Robert Sack
Title: Treasurer

Address for Notices:

Susquehanna Private Equity Investments, LLLP
c/o Susquehanna Advisors Group, Inc.
401 City Ave, Suite 220
Bala Cynwyd, PA 19004
Attention: Dean Carlson; Vir Anand
Email: VCInvestments@sig.com

with a copy to:

Troutman Pepper
301 S. College Street, Suite 3400
Charlotte, NC 28202
Attention: Todd Ransom
Email: todd.ransom@troutman.com

Signature Page to IP Security Agreement

**PATENT
REEL: 062070 FRAME: 0431**

Schedule 1

PATENTS AND PATENT APPLICATIONS

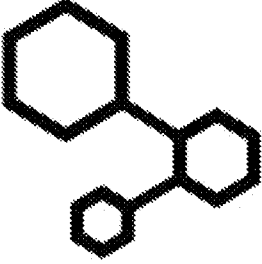
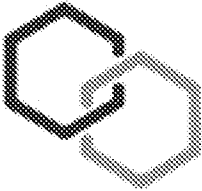
No.	Description	Application Number	Registration Number	Notes on Ownership
1.	Network-Centric Sensor Coverage Management		10,836,762 (11/17/2020)	Owner QUIXOTIC HOLDINGS, LLC
2.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network		10,178,509 (01/08/2019)	Owner QUIXOTIC HOLDINGS, LLC
3.	Cognitive Heterogeneous Ad Hoc Mesh Network		10,419,103 (09/17/2019)	Owner QUIXOTIC HOLDINGS, LLC
4.	Network-Centric Sensor Coverage Management		11,292,790 (04/05/2022)	Owner QUIXOTIC HOLDINGS, LLC
5.	Three-Dimensional Network Planning, Evaluation, and Optimization	17/728,557 (04/25/2022)		Owner QUIXOTIC HOLDINGS, LLC
6.	Establishment of a Cognitive Heterogenous Ad Hoc Mesh Network	17/224,825 (04/07/2021)		Owner QUIXOTIC HOLDINGS, LLC
7.	Cognitive Heterogeneous Ad Hoc Mesh Network		11,012,817 (05/18/2021)	Owner QUIXOTIC HOLDINGS, LLC

No.	Description	Application Number	Registration Number	Notes on Ownership
8.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network		10,873,835 (12/22/2020)	Owner QUIXOTIC HOLDINGS, LLC
9.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network		10,999,708 (05/04/2021)	Owner QUIXOTIC HOLDINGS, LLC
10.	Cognitive Heterogeneous Ad Hoc Mesh Network	17/246,273 (04/30/2021)		Owner QUIXOTIC HOLDINGS, LLC
11.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network		10,623,906 (04/14/2020)	Owner QUIXOTIC HOLDINGS, LLC
12.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network		10,917,755 (02/09/2021)	Owner QUIXOTIC HOLDINGS, LLC
13.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network		11,428,800 (08/30/2022)	Owner QUIXOTIC HOLDINGS, LLC
14.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network		10,609,517 (03/31/2020)	Owner QUIXOTIC HOLDINGS, LLC
15.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network		10,856,111 (12/01/2020)	Owner QUIXOTIC HOLDINGS, LLC

No.	Description	Application Number	Registration Number	Notes on Ownership
16.	Seamless Connectivity Utilizing Multi-Domain Security		11,438,312 (09/06/2022)	Owner QUIXOTIC HOLDINGS, LLC
17.	Object Tracking Using a Cognitive Heterogenous Ad Hoc Mesh Network	PCT US2021050873 (09/17/2021)		Owner QUIXOTIC HOLDINGS, LLC

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Description	Serial Number	Registration Number	Notes on Ownership
1.	WIND TALKER INNOVATIONS	88/757,207 (01/13/2020)		Owner WIND TALKER INNOVATIONS, INC.
2.	WIND TALKER	88/757,200 (01/13/2020)		Owner WIND TALKER INNOVATIONS, INC.
3.		88/757,219 (01/13/2020)		Owner WIND TALKER INNOVATIONS, INC.
4.		88/757,218 (01/13/2020)		Owner WIND TALKER INNOVATIONS, INC.
5.	OSMOSIS (& design)	88/757,214 (01/13/2020)		Owner WIND TALKER INNOVATIONS, INC.
6.	OSMOSIS	88/757,212 (01/13/2020)		Owner WIND TALKER INNOVATIONS, INC.

Schedule 2 to IP Security Agreement

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.