

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7702067

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
SILICON VALLEY BANK	01/20/2022
RECEIVING PARTY DATA	
Name:	MICATU HOLDINGS, INC.
Street Address:	251 HARRIS BRIDGE ROAD
City:	WOODRUFF
State/Country:	SOUTH CAROLINA
Postal Code:	29388
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10215621
Patent Number:	10465658
Patent Number:	10520381
Patent Number:	10623099
Patent Number:	9347973
Application Number:	15117366
Application Number:	15290767
Patent Number:	10634704
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>	
Email:	ip@williamsmullen.com
Correspondent Name:	ANDREW R. SHORES C/O WILLIAMS MULLEN IP
Address Line 1:	301 FAYETTEVILLE STREET
Address Line 2:	SUITE 1700
Address Line 4:	RALEIGH, NORTH CAROLINA 27601
ATTORNEY DOCKET NUMBER:	085456.0003
NAME OF SUBMITTER:	ANDREW R. SHORES
SIGNATURE:	/Andrew R. Shores/

DATE SIGNED:	12/19/2022
Total Attachments: 4 source=Micatu-Payoff-Ltr#page1.tif source=Micatu-Payoff-Ltr#page2.tif source=Micatu-Payoff-Ltr#page3.tif source=Micatu-Payoff-Ltr#page4.tif	



January 20, 2022

Micatu, Inc.
 315 Daniel Zenker Drive, Ste 202
 Horseheads, NY 14845
 Attn: Michael Oshetski

Re: Pay-Off Letter

Dear Michael Oshetski:

We refer to the Loan and Security Agreement dated as of **January 08, 2021**, (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between **Micatu, Inc.**, ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of **January 21, 2022**, (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Loan 2101220673

Principal	\$	67,337.50
Interest	\$	186.48
4 th Quarter Unused Line Fee	\$	281.82
Legal Fee	\$	2,592.50
Statement Fee	\$	<u>15.00</u>
Total Amount Owing	\$	70,413.30

Loan 1100499735

Principal	\$	1,944,444.44
Interest	\$	2,979.16
Final Payment	\$	100,000.00
Early Termination Fee	\$	<u>38,888.88</u>
Total Amount Owing	\$	2,086,312.48

Total Amount Due:	\$	<u>2,156,725.78</u>
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From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The **per diem** accrual of interest on the unpaid principal amount is **\$170.83**. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA Routing No. 121140399
Account No. 3301006636
Reference: **MICATU, INC. – LOAN PAYOFF**

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

Borrower has granted to Bank a security interest in deposit account number(s) **3303604392**, held, maintained, or managed through Bank (each of which shall be a restricted account such that Borrower shall not be entitled to (a) withdraw or transfer any funds from any such account or otherwise dispose of the funds therein, and (b) place any liens on any such account other than in favor of Bank), and all income and interest thereon, and all renewals, substitutions, additions, replacements and proceeds thereof (the "Cash Collateral") to secure Borrower's payment and

performance related to such Bank Services Obligations. Notwithstanding anything to the contrary in this Pay-Off Letter, Bank's security interest in and lien upon the Cash Collateral will not terminate or be released upon Bank's receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date. The Cash Collateral shall be in an amount equal to at least the maximum aggregate amount of credit to be provided by Bank to or on behalf of Borrower under each Bank Services Agreement plus all interest, fees, and costs due or estimated to become due in connection therewith. Such Cash Collateral, or the unutilized portion thereof, shall be returned to Borrower upon the latter to occur of the payment in full in cash of the Bank Services Obligations or the termination of Bank's obligation under each Bank Services Agreement to make credit available to or on behalf of Borrower.

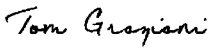
Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore other than in the Cash Collateral. Except with respect to any Bank Services Agreement and the Cash Collateral, within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).


This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

Acknowledged by:

SIL DocuSigned by: 
 By: _____
 Name: C3323C8A3B8E4B5... _____
 Title: Vice President _____

MIC DocuSigned by: 
 By: _____
 Name: MICHAEL Oshetski _____
 Title: CEO, Micatu Inc. _____

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____