

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7709878

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NEWSTORE INC.	11/16/2022
RECEIVING PARTY DATA	
Name:	PACIFIC WESTERN BANK
Street Address:	555 S. MANGUM STREET
Internal Address:	SUITE 1000
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	11379813
Patent Number:	11182827
Patent Number:	11170337
Patent Number:	10332117
Patent Number:	10417690
Application Number:	15344024
CORRESPONDENCE DATA	
Fax Number:	(919)282-3941
<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:	919-314-3086
Email:	diligencereview@square1bank.com
Correspondent Name:	PACIFIC WESTERN BANK
Address Line 1:	555 S. MANGUM STREET
Address Line 2:	SUITE 1000
Address Line 4:	DURHAM, NORTH CAROLINA 27701
NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NicholasNance/
DATE SIGNED:	12/22/2022

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 16, 2022, by and between **PACIFIC WESTERN BANK**, a California state-chartered bank ("**Bank**") and **NewStore Inc.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated on or about an even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the

Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application, as of the date hereof, with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The terms of Sections 12.6 (Counterparts; Electronic Transmission; Electronic Signatures) and 12.9 (E-Systems) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

SIGNATURE PAGE FOLLOWS

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:

Address of Grantor:

NEWSTORE INC.

60 South Street, Suite 910

By:

DocuSigned by:
Joel M. Abdinoor
CUC979714A074BF...

Boston, MA 02111

Name: Joel M. Abdinoor

Title: Chief Financial Officer

BANK:

Address of Bank:

PACIFIC WESTERN BANK

555 S. Mangum Street, Suite 1000

By:

DocuSigned by:
Joel Marquis
87F9B507F2ED445...

Durham, NC 27701

Attn: Legal Department

Name: Joel Marquis

Title: Senior Vice President

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Makeover: How mobile flipped the shopping cart (And what to do about!)	TX0008448237	[08/03/2017]

EXHIBIT B**PATENTS**

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Application/Issue Date</u>
System and Method for Point of Sale Transactions Using Wireless Device with Security Circuit	16/234959 11,379,813	12/28/2018 07/05/2022
Automatic Integrated Routing and Fulfillment System and Method with Product Exchange	15/344024	11/04/2016
Mobile Communication Device Awareness and Guidance for Customer Assistance Applications	15/281392 11,182,827	09/30/2016 11/23/2021
Authenticated Transfer of an Article Using Verification Tokens	15/278387 11,170,337	09/28/2016 11/09/2021
System and Method for Mobile Device Self-Checkout for Retail Transactions with Loss Protection	15/040758 10,332,117	02/10/2016 06/25/2019
Method and System for Order Routing and Management	15/202977 10,417,690	07/06/2016 09/17/2019

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
NEWSTORE	5546209/86603941	08/21/2018 / 04/21/2015