# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7791735

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CONVEYING PARTY DATA RECEIVING PARTY DATA previously recorded on Reel 056536 Frame 0263. Assignor(s) hereby confirms the THE GRANTOR HAS GRANTED TO THE BORROWERS A SECURITY INTEREST IN 50 % SHARE IN CERTAIN INTELLECTUAL PROPERTY OF THE GRANTOR.
CONVEYING PARTY DATA	

Name	Execution Date
ERC-TECH A.S.	04/29/2021

## **RECEIVING PARTY DATA**

Name:	DANIEL SARO
Street Address:	KRAJINSKA CESTA 2960/48
City:	PIEST'ANY
State/Country:	SLOVAKIA
Name:	JOZEF PAVLEJE
Street Address:	U STUDANKY 250/3
City:	PRAHA
State/Country:	CZECH REPUBLIC

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16499388

## CORRESPONDENCE DATA

Fax Number:

(415)705-6383

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent<br/>using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.Phone:4157056377

Email:	mdergosits@dergnoah.com
Correspondent Name:	MICHAEL E. DERGOSITS
Address Line 1:	ONE EMBARCADERO CENTER, STE 720
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	100.08
NAME OF SUBMITTER:	MICHAEL E. DERGOSITS
SIGNATURE:	/Michael E. Dergosits/
DATE SIGNED:	02/10/2023

## **Total Attachments: 3**

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# 506714200 06/14/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6761018

BMISSION TYPE:		NEW ASSIGNMENT				
TURE OF CONVEY	ANCE:	SECURITY INTERE	SECURITY INTEREST			
ONVEYING PARTY	DATA					
		Name			Execution Date	
DANIEL SARO					04/29/2021	
DSEF PAVLEJE					04/29/2021	
ECEIVING PARTY D	ΑΤΑ					
ame:	ERC-TE	ECH A.S.				
reet Address:	VYSEH	IRADSKA 1349/2				
ity:	PRAGL	PRAGUE				
ate/Country:	CZECH	CZECH REPUBLIC				
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Property Type pplication Number:		<b>Number</b> 16499388				
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ORRESPONDENCE	DATA					
ax Number:		(415)705-6383				
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mail:	tmdocketing@dergnoah.com					
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ddress Line 1:	1	ONE EMBARCADERO CENTER; SUITE 720				
ddress Line 4:		SAN FRANCISCO, CALIF	ORNIA 94111			
	NUMBER:	100.08				
ME OF SUBMITTER	:	MICHAEL DERGOS	SITS			
NATURE:		/Michael Dergosits/				
TE SIGNED:		06/14/2021				
al Attachments: 2						
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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of April 29, 2021, is made by and between the borrowers: Daniel Šáro, address Krajinská cesta 2960/48, Piešťany, Slovakia, born April 30, 1977 (Borrower 1) and Jozef Pavleje, address U Studánky 250/3, Praha, Czechia, born January 24, 1977 (Borrower 2) (Borrower 1 and Borrower 2 as "Borrowers") and ERC-TECH a. s., entity duly organized under the laws of the Czech Republic, address Vyšehradská 1349/2, Praha, Czechia, Entity Number 07159579 (the "Grantor").

WHEREAS, the Borrowers have entered into a Loan Agreement dated as of April 28, 2021 (the "Loan Agreement"), with the Grantor.

WHEREAS, the Grantor has granted to the Borrowers a security interest in 50 % share in certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Grant of Security</u>. Grantor hereby pledges and grants to the Borrowers a security interest in and to the right, title, and interest of Grantor in, to, and under the following (the "IP Collateral"):

(a) 50 % share on the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) 50 % share on any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) 50 % share on any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. <u>Loan Documents</u>. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement.

3. <u>Execution in Counterparts</u>. 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.

PATENT REEL: 062702 FRAME: 0389 4. <u>Successors and Assigns</u>. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. <u>Governing Law</u>. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

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

Jozef Pavleje

By: Name: Title:

Daniel Šáro

By:

Name: DANIEL SARO Title: BUSINESS DEVELOPMENT MGC

ERC-TECH a. s. By: Name: Pavel Gorecký Title: Member of the Board By: Name: František Polák Title: Member of the Board

#### **SCHEDULE - PATENTS**

US Patent Application 16/499,388 (PS4148WO-US)

INTERNATIONAL APPLICATIONS WITH DESIGNATION, INTER ALIA, FOR THE US (only the ensuing US applications and, thereafter, US patents are subject to the pledge hereunder)

PCT/CZ2020/050006 PCT/CZ2020/050046

PCT/CZ2020/050007

PCT/CZ2020/050054