

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7938397

<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>
TOKENEX, INC.	05/05/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	2029 CENTURY PARK EAST
<b>Internal Address:</b>	38TH FLOOR
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13085843
Application Number:	15051614
Application Number:	15362188
Application Number:	15683173
Application Number:	16012298
Application Number:	16054081
Application Number:	16251684
Application Number:	16421658
Application Number:	16871203
Application Number:	16920963
Application Number:	17157439
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	3127018637
<b>Email:</b>	ipdocket@mayerbrown.com
<b>Correspondent Name:</b>	WILLIAM R. SIEGEL, MAYER BROWN LLP
<b>Address Line 1:</b>	71 S. WACKER DRIVE
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606

PATENT

<b>ATTORNEY DOCKET NUMBER:</b>	23736202
<b>NAME OF SUBMITTER:</b>	WILLIAM R. SIEGEL
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	05/05/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 7</b> source=EXECUTED - TokenEx - IPSA - Patent Security Agreement (May-05-23)_(96368540_2)#page1.tif source=EXECUTED - TokenEx - IPSA - Patent Security Agreement (May-05-23)_(96368540_2)#page2.tif source=EXECUTED - TokenEx - IPSA - Patent Security Agreement (May-05-23)_(96368540_2)#page3.tif source=EXECUTED - TokenEx - IPSA - Patent Security Agreement (May-05-23)_(96368540_2)#page4.tif source=EXECUTED - TokenEx - IPSA - Patent Security Agreement (May-05-23)_(96368540_2)#page5.tif source=EXECUTED - TokenEx - IPSA - Patent Security Agreement (May-05-23)_(96368540_2)#page6.tif source=EXECUTED - TokenEx - IPSA - Patent Security Agreement (May-05-23)_(96368540_2)#page7.tif	

## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Patent Security Agreement”) dated as of May 5, 2023 is made by the signatory party hereto (the “Grantor”) in favor of JPMORGAN CHASE BANK, N.A., in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

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

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among TOKENEX HOLDINGS, INC., a Delaware corporation (“Holdings”), TOKENEX, INC., a Delaware corporation (“Borrower” and together with those additional entities that hereafter become party thereto as a borrower in accordance with the terms thereof by executing a Borrower Joinder, each, a “Borrower” and collectively, the “Borrowers”), the Guarantors party thereto, the financial institutions which are now or which hereafter become lenders thereunder (collectively, the “Lenders” and each individually a “Lender”) and Agent, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first priority lien and security interest in all of Grantor’s right, title and interest in, to and under the following, to the extent included in the Collateral, whether presently existing or hereafter created or acquired or in which the Grantor now has or hereafter acquires any rights (collectively, the “Patent Collateral”):

(a) all of Grantor’s patents, patent applications, and patentable inventions (collectively, “Patents”), and licenses for any of the foregoing (“Licenses”), including those patents and patent applications referred to on Schedule I hereto;

(b) all reissues, divisions, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (i) any claims by Grantor against third parties for damages by reason of past, present or future infringement of any Patent or any License, and (ii) any claim by Grantor against third parties for

damages by reason of past, present or future misappropriation or wrongful use or disclosure of any property or right described above or of any such property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (i).

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patents or patent applications 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments,

changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. SECTION 16.1 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the 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:

TOKENEX, INC.,  
a Delaware corporation

By: 


Name: Matthew Meehan

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ACCEPTED AND  
ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,  
as Agent

By: 

Name: Cameron Gray  
Title: Authorized Officer

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

<b>Jurisdiction</b>	<b>Title</b>	<b>Application Number</b>	<b>Patent Number</b>	<b>Owner</b>
U.S.	DEVICES, SYSTEMS, AND METHODS FOR TOKENIZING SENSITIVE INFORMATION	13085843	9558494	TokenEx, Inc.
U.S.	Network gateway messaging systems and methods	15051614	10200407	TokenEx, Inc.
U.S.	DEVICES, SYSTEMS, AND METHODS FOR TOKENIZING SENSITIVE INFORMATION	15362188	NONE	TokenEx, Inc.
U.S.	Systems and methods for tokenization to support pseudonymization of sensitive data	15683173	10043036	TokenEx, Inc.
U.S.	Multivariate encryption systems and methods	16012298	10708050	TokenEx, Inc.
U.S.	Systems and methods for tokenization to support pseudonymization of sensitive data	16054081	10650165	TokenEx, Inc.
U.S.	NETWORK GATEWAY MESSAGING SYSTEMS AND METHODS	16251684	NONE	TokenEx, Inc.



U.S.	Data format-preserving encryption, tokenization, and access control for vaultless systems and methods	16421658	10904001	TokenEx, Inc.
U.S.	Systems and methods for tokenization to support pseudonymization of sensitive data	16871203	11568085	TokenEx, Inc.
U.S.	MULTIVARIATE ENCRYPTION SYSTEMS AND METHODS	16920963	NONE	TokenEx, Inc.
U.S.	DATA FORMAT-PRESERVING ENCRYPTION, TOKENIZATION, AND ACCESS CONTROL FOR VAULTLESS SYSTEMS AND METHODS	17157439	NONE	TokenEx, Inc.

Signature Page to Patent Security Agreement