

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7960489

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NEXTROLL, INC.	05/16/2023
RECEIVING PARTY DATA	
Name:	CAPITAL IP OPPORTUNITIES FUND LP
Street Address:	7117 N 68TH PLACE
City:	PARADISE VALLEY
State/Country:	ARIZONA
Postal Code:	85253
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	62543702
Application Number:	62590078
Application Number:	16101279
Application Number:	17583932
Application Number:	16198943
Application Number:	62614097
Application Number:	16224526
CORRESPONDENCE DATA	
Fax Number:	(704)331-1159
<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:	704-331-1000
Email:	jansnider@mvalaw.com, vangambrell@mvalaw.com
Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	100 NORTH TRYON STREET, SUITE 4700
Address Line 2:	ATTN: IP DEPARTMENT
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	041641.000021
NAME OF SUBMITTER:	JAMES VAN CLEAVE GAMBRELL
SIGNATURE:	/James Van Cleave Gambrell/
DATE SIGNED:	05/18/2023

PATENT

Total Attachments: 4

source=Short-Form Patent Security Agreement - NextRoll (Executed)#page1.tif

source=Short-Form Patent Security Agreement - NextRoll (Executed)#page2.tif

source=Short-Form Patent Security Agreement - NextRoll (Executed)#page3.tif

source=Short-Form Patent Security Agreement - NextRoll (Executed)#page4.tif

SHORT-FORM PATENT SECURITY AGREEMENT

May 16, 2023

WHEREAS, NEXTROLL, INC., a Delaware corporation (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, the Grantor or certain of its Affiliates have entered into a Credit Agreement, dated as of May 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with Capital IP Opportunities Fund LP, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), and other lenders from time to time party thereto, pursuant to which the lenders thereunder have agreed to extend certain credit facilities, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement, dated as of May 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), among the Grantor, certain Affiliates of the Grantor party thereto and the Administrative Agent, the Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, to evidence further the security interest granted by the Grantor to the Administrative Agent pursuant to the Pledge and Security Agreement, the Grantor hereby grants to the Administrative Agent a continuing security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located, in each case, other than Excluded Property (as defined in the Credit Agreement) (collectively, but excluding such Excluded Property, the “**Patent Collateral**”):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise to the extent not constituting Excluded Property) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by the Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by the Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Short-Form Patent Security Agreement, the term “**proceeds**” includes whatever is receivable or received when the foregoing Patent Collateral or proceeds thereof are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

THIS SHORT-FORM PATENT SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS SHORT-FORM PATENT SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is a conflict between the terms of this Short-Form Patent Security Agreement and the Pledge and Security Agreement, including with respect to the definition of Patents, the terms of the Pledge and Security Agreement shall govern.

[Signature Page Follows]

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

NEXTROLL, INC.

By: 

Name: Roli Sasena

Title: Chief Executive Officer

SHORT-FORM PATENT SECURITY AGREEMENT
NEXTROLL, INC.

PATENT

REEL: 063681 FRAME: 0692

**SCHEDULE A
TO
SHORT-FORM PATENT SECURITY AGREEMENT**

Patents:

<u>Record Owner</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Patent Number</u>
NextRoll, Inc.	System, devices and methods for identifying mobile devices and other computer devices	US	August 10, 2017	62/543,702	
NextRoll, Inc.	System, devices and methods for identifying mobile devices and other computer devices	US	November 22, 2017	62/590,078	
NextRoll, Inc.	System, Devices and Methods for Identifying Mobile Devices and Other Computer Devices	US	August 10, 2018	16/101,279	11,232,488
NextRoll, Inc.	System, devices and methods for identifying mobile devices and other computer devices	US	January 25, 2022	17/583,932	
NextRoll, Inc.	System, Devices and Methods for Identifying Mobile Devices and Other Computer Devices	US	November 23, 2018	16/198,943	
NextRoll, Inc.	Identification services for internet-enabled devices	US	January 5, 2018	62/614,097	
NextRoll, Inc.	Identification Services for Internet-Enabled Devices	US	December 18, 2018	16/224,526	11,196,705