#### 507938771 06/02/2023

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7985902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
FLOWCAST, INC.	05/26/2023

## **RECEIVING PARTY DATA**

Name:	ING BANK, N.V., AS COLLATERAL AGENT	
Street Address:	BIJLMERDREEF 106	
City:	AMSTERDAM	
State/Country:	NETHERLANDS	
Postal Code:	1102 CT	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	11244388
Patent Number:	11514539
Application Number:	16806882

## CORRESPONDENCE DATA

Fax Number: (650)815-2601

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.

Phone: 6508152600

Email: svtmdocketing@sheppardmullin.com

Correspondent Name: J. BARRETT MARUM

Address Line 1: 1540 EL CAMINO REAL, SUITE 120 Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	82HZ-372511
NAME OF SUBMITTER:	J. BARRETT MARUM
SIGNATURE:	/J. Barrett Marum/
<b>DATE SIGNED:</b> 06/02/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).

## **Total Attachments: 4**

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 26 2023, is made by Flowcast, Inc., a Delaware limited liability company (the "<u>Debtor</u>"), in favor of ING Bank N.V., as collateral agent ("<u>Collateral Agent</u>") for the Secured Parties (as defined in the General Security Agreement referred to below).

## **RECITALS**

The Secured Parties have agreed to make extensions of credit to Debtor upon the terms and subject to the conditions set forth in each Note (as defined in the General Security Agreement referred to below) issued to a Secured Party.

Pursuant to the Security Agreement dated as of December 21, 2020 by and between Debtor and Collateral Agent (the "General Security Agreement"), the Debtor, among other things, granted to the Collateral Agent a first priority security interest in the Collateral (as defined in the General Security Agreement), which includes but is not limited to the Company Intellectual Property (as defined in the General Security Agreement).

Pursuant to the General Security Agreement, the Debtor is required to execute and deliver this Patent Security Agreement.

# **AGREEMENT**

NOW, THEREFORE, pursuant to the General Security Agreement the Debtor hereby agrees with the Collateral Agent as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the General Security Agreement.

<u>Security Interest in Patent Collateral</u>. Pursuant to the General Security Agreement, the Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Debtor (collectively, the "<u>Patent Collateral</u>"):

- (a) all of its patents and all licenses providing for the grant by or to the Debtor of any right under any patent, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

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sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

General Security Agreement. The security interest memorialized in this Patent Security Agreement constitutes the security interest in the portion of the Collateral (as defined in the General Security Agreement) that constitutes Patent Collateral granted to the Collateral Agent pursuant to the General Security Agreement, and the Debtor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to such security interest in the Patent Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Debtor Remains Liable</u>. The Debtor hereby agrees that, anything herein to the contrary notwithstanding, the Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the patents and licenses subject to a security interest hereunder.

<u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, this Patent Security Agreement has been executed by the parties hereto as of the date first written above.

# FLOWCAST, INC., as Debtor

Name: Kenneth So

Title: Chief Executive Officer

# ING BANK, N.V., as Collateral Agent

By: Frederic Holmonn (May 26, 2023 18.13 GMT+1)

Name: Frederic Sebastian Hofmann

Title: Attorney-in-fact

By:

Name: Johannes Willem Nieuwenhuize

Title: Attorney-in-fact

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jan.willem.nieuwenhuize@ing.com

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# SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

#### REGISTERED PATENTS

Patent No. Title **Grant Date** 

Methods and systems for assessing

US11244388B2 performance and risk in financing supplyFebruary 8, 2022

chain

Prioritization and automation of billing

<u>US11514539B2</u> disputes investigation using machineNovember 29, 2022

learning

## PATENT APPLICATIONS

Title App. Date App. No.

METHOD AND SYSTEM FOR

AUTOMATICALLY PRODUCING PLAIN-TEXT EXPLANATION OF March 2, 2020 US20200279182A1

MACHINE LEARNING MODELS

## **IP LICENSES**

None.

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RECORDED: 06/02/2023