

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8049828

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THINKIQ, INC.	07/05/2023
RECEIVING PARTY DATA	
Name:	AVIDBANK
Street Address:	1732 N. 1ST STREET, 6TH FLOOR
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95112
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17709137
Application Number:	11610181
CORRESPONDENCE DATA	
Fax Number:	
<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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	2062548 PAT
NAME OF SUBMITTER:	ROBIN DUNN
SIGNATURE:	/Robin Dunn/
DATE SIGNED:	07/11/2023
Total Attachments: 5	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 5, 2023 by and between ThinkIQ, Inc., a Delaware corporation ("Grantor") and Avidbank, a California corporation ("Bank").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 3, 2021 and as amended from time to time (the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by 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, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Version-1

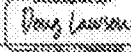
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

65 Enterprise, 3rd Floor
Aliso Viejo, CA 92656
Attn: Doug Lawson, CEO and Co-Founder

THINKIQ, INC.

By: 
Print Name: Doug Lawson
Title: CEO

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Porter McKay

AVIDBANK

By: 
Print Name: Randy Churchill
Title: SVP, Managing Director

[Signature Page- Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist ☒

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B**Patents**Please Check Box if No Patents Exist ☐

<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Filing Date / Issue Date</u>
Aligning Data of Continuous Material Flow in Digital Manufacturing Transformation	Application No. 17/709,137	Filing Date: 03/30/22
Traceability and Analysis of Materials without Unique Identifiers in Manufacturing Processes and Digital Manufacturing Transformation	Patent No. 11/610,181	Date of Patent: 03/21/23

EXHIBIT C

Trademarks

Please Check Box if No Trademarks Exist ☐

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
THINKIQ	90626344		04/06/21
THINKIQ	90978429	6919747	04/06/21; 12/06/22

PATENT

RECORDED: 07/11/2023

REEL: 064240 FRAME: 0206