

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8067061

<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>
ZUM SERVICES, INC.	07/19/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	383 MADISON AVENUE
<b>Internal Address:</b>	FLOOR 22
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10179
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11023991
Patent Number:	11087286
Patent Number:	10055996
Patent Number:	10510259
Patent Number:	11373535
Application Number:	17333444
Application Number:	17397468
Application Number:	17848672
<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>	(619) 699-2708
<b>Email:</b>	christian.cruz@us.dlapiper.com
<b>Correspondent Name:</b>	DLA PIPER LLP (USA)
<b>Address Line 1:</b>	4365 EXECUTIVE DRIVE
<b>Address Line 2:</b>	SUITE 1100
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121
<b>NAME OF SUBMITTER:</b>	MATT SCHWARTZ
<b>SIGNATURE:</b>	/s/ Matt Schwartz

PATENT

<b>DATE SIGNED:</b>	07/19/2023
<b>Total Attachments: 7</b> source=JPMorgan - Zum Services - Intellectual Property Security Agreement#page1.tif source=JPMorgan - Zum Services - Intellectual Property Security Agreement#page2.tif source=JPMorgan - Zum Services - Intellectual Property Security Agreement#page3.tif source=JPMorgan - Zum Services - Intellectual Property Security Agreement#page4.tif source=JPMorgan - Zum Services - Intellectual Property Security Agreement#page5.tif source=JPMorgan - Zum Services - Intellectual Property Security Agreement#page6.tif source=JPMorgan - Zum Services - Intellectual Property Security Agreement#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of July 19, 2023, by and between JPMORGAN CHASE BANK, N.A. ("Lender"), as the lender party to the Credit Agreement referred to below, and ZUM SERVICES, INC., a Delaware corporation ("Grantor").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender, Grantor and the other Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest of Grantor in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

provided, however, that the Intellectual Property Collateral does include, and Grantor shall not be deemed to have granted a security interest in, any Excluded Assets (as defined in the Credit Agreement).

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally solely by amending the exhibits to this Agreement to include any Intellectual Property Collateral 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

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

GRANTOR:

Address:

**ZUM SERVICES, INC.**

Zum Services, Inc.  
275 Shoreline Drive, Suite 200  
Redwood City, CA 94065  
Attention: Jay Kim

DocuSigned by:  
By: Jay Kim  
1471D2C832224C7...

Name: Jay Kim

Title: Chief Financial Officer

LENDER:

Address:

**JPMORGAN CHASE BANK, N.A.**

JPMorgan Chase Bank, N.A.  
383 Madison Avenue, Floor 22  
New York, NY 10179  
Attention: Myles Upchurch

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature page to Intellectual Property Security Agreement]*

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

GRANTOR:

Address:

**ZUM SERVICES, INC.**

Zum Services, Inc.  
275 Shoreline Drive, Suite 200  
Redwood City, CA 94065  
Attention: Jay Kim

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

Address:

**JPMORGAN CHASE BANK, N.A.**

JPMorgan Chase Bank, N.A.  
383 Madison Avenue, Floor 22  
New York, NY 10179  
Attention: Myles Upchurch

By: Myles U

Name: Myles Upchurch

Title: Authorized Credit Officer

*[Signature page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Owner	Patents	Registration No.	Issue Date
Zum Services, Inc.	System For Transporting A Vulnerable Population To A Desired Destination By One Or More Drivers In A Set Of Trusted Drivers	11,023,991	June 1, 2021
Zum Services, Inc.	Method And System For Scheduling A Ride Service For One Or More Third Parties	11,087,286	August 10, 2021
Zum Services, Inc.	Method And System For Scheduling A Driver Service Provider For One Or More Third Parties	10,055,996	August 21, 2018
Zum Services, Inc.	Method And System For Scheduling A Driver Service Provider For One Or More Third Parties	10,510,259	December 17, 2019
Zum Services, Inc.	Method And System For Scheduling A Driver Service Provider For One Or More Third Parties	11,373,535	June 28, 2022

Owner	Patent Applications or Serial Numbers	Patents in Process
Zum Services, Inc.	17/333,444	Active Prosecution
Zum Services, Inc.	17/397,468	Active Prosecution
Zum Services, Inc.	17/848,672	Active Prosecution



EXHIBIT C

Trademarks

Description	Serial Number	Application/ Registration Date
THE BUS EFFECT	97369703	4/19/2022
Z	97337025	3/29/2022
Z ZUM	97337027	3/29/2022
ZUM	97337023	3/29/2022