

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8140042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
UNIQIFY, INC.	08/29/2023
RECEIVING PARTY DATA	
Name:	NEWLIGHT CAPITAL LLC, AS SERVICER
Street Address:	1135 KILDAIRE FARM ROAD, SUITE 200
City:	CARY
State/Country:	NORTH CAROLINA
Postal Code:	27511
PROPERTY NUMBERS Total: 32	
Property Type	Number
Patent Number:	7975164
Patent Number:	8661285
Patent Number:	8843778
Patent Number:	8990607
Patent Number:	9021293
Patent Number:	9075543
Patent Number:	9081516
Patent Number:	8941422
Patent Number:	8941423
Patent Number:	8947140
Patent Number:	9100027
Patent Number:	9300443
Patent Number:	9552853
Patent Number:	9425778
Patent Number:	9431091
Patent Number:	9584309
Patent Number:	9898433
Patent Number:	9805784
Patent Number:	10229729
Patent Number:	10032502

Property Type	Number
Patent Number:	10242730
Patent Number:	10269408
Patent Number:	10586585
Patent Number:	10734061
Patent Number:	11348632
Patent Number:	11334509
Patent Number:	11714769
Patent Number:	11710516
PCT Number:	US2022027035
PCT Number:	US2022027242
PCT Number:	US2022027496
PCT Number:	IB2023054037

CORRESPONDENCE DATA

Fax Number: (617)341-7701

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: 16173417721

Email: michelle.bramwell@morganlewis.com

Correspondent Name: MICHELLE BRAMWELL

Address Line 1: ONE FEDERAL STREET

Address Line 2: C/O MORGAN, LEWIS & BOCKIUS LLP

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 129136-0007

NAME OF SUBMITTER: MICHELLE BRAMWELL

SIGNATURE: /Michelle Bramwell/

DATE SIGNED: 08/29/2023

Total Attachments: 8

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Short Form Agreement”) is made by **UNQUIFY, INC.**, a California corporation (“Grantor”), and dated as of August 29, 2023, in favor of **NEWLIGHT CAPITAL LLC**, a North Carolina limited liability company, as servicer (“Servicer”), (i) for itself and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent (“Disbursing Agent”) and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantor and Servicer entered into an Intellectual Property Security Agreement dated as of August 29, 2023 (as amended, restated, modified or supplemented from time to time, the “Intellectual Property Security Agreement”), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”), which sets forth the Grantor’s pledge of its intellectual property as a first priority security interest for certain indebtedness and other obligations of Grantor;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Servicer hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

Grantor hereby pledges, assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantor and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantor and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the “IP Collateral”):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d)

of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the "Licenses");
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. MISCELLANEOUS

- a. To the extent that Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and assignment set forth herein. Grantor shall promptly give Servicer not less than fifteen (15) days prior written notice of any such creation or acquisition. Upon the request of Servicer, Grantor shall promptly execute any and all assignments, agreements, instruments, documents and other papers as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer's discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.
- b. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer with respect to the security interests described herein are as provided by the Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.
- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a "pdf" file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.
- g. THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

UNIQIFY, INC., as Grantor

DocuSigned by:

By: Joshua Lee
Name: Joshua Jungho Lee
Title: Chief Executive Officer

ACCEPTED AND AGREED:

NEWLIGHT CAPITAL LLC, as Servicer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

UNQUIFY, INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

NEWLIGHT CAPITAL LLC, as Servicer

By:  _____
Name: Erwin Gostomski
Title: Managing Director

SCHEDULE A
TO
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents & Patent Applications

Company	Title	Publication Number	Publication Date	Application Number	Application Date	Patent Number
Uniquify, Inc.	DDR MEMORY CONTROLLER	2009-0307521	12/10/2009	12/157,081	6/6/2008	7,975,164
Uniquify, Inc.	DYNAMICALLY CALIBRATED DDR MEMORY CONTROLLER	2011-0258475	10/20/2011	13/172,740	6/29/2011	8,661,285
Uniquify, Inc.	DYNAMICALLY CALIBRATED DDR MEMORY CONTROLLER	2014-0013149	1/9/2014	14/023,630	9/11/2013	8,843,778
Uniquify, Inc.	MEMORY INTERFACE CIRCUITS INCLUDING CALIBRATION FOR CAS LATENCY COMPENSATION IN A PLURALITY OF BYTE LANES	2014-0075236	3/13/2014	14/081,806	11/15/2013	8,990,607
Uniquify, Inc.	METHODS FOR OPERATING A MEMORY INTERFACE CIRCUIT INCLUDING CALIBRATION FOR CAS LATENCY COMPENSATION IN A PLURALITY OF BYTE LANES	2014-0075146	3/13/2014	14/081,897	11/15/2013	9,021,293
Uniquify, Inc.	Method of Application Memory Preservation for Dynamic Calibration of Memory Interfaces	2014-0129791	5/8/2014	14/152,807	1/10/2014	9,075,543
Uniquify, Inc.	Application Memory Preservation for Dynamic Calibration of Memory Interfaces	2014-0129870	5/8/2014	14/152,902	1/10/2014	9,081,516
Uniquify, Inc.	METHOD FOR OPERATING A DATA INTERFACE CIRCUIT WHERE A CALIBRATION CONTROLLER CONTROLS BOTH A MISSION PATH AND A REFERENCE PATH	2014-0266348	9/18/2014	14/205,225	3/11/2014	8,941,422
Uniquify, Inc.	METHOD FOR OPERATING A CIRCUIT INCLUDING A TIMING CALIBRATION FUNCTION	2014-0266349	9/18/2014	14/205,254	3/11/2014	8,941,423
Uniquify, Inc.	CONTINUOUS ADAPTIVE TRAINING FOR DATA INTERFACE TIMING CALIBRATION	2014-0266347	9/18/2014	14/205,208	3/11/2014	8,947,140
Uniquify, Inc.	DATA INTERFACE CIRCUIT FOR CAPTURING RECEIVED DATA BITS INCLUDING CONTINUOUS CALIBRATION	2014-0281198	9/18/2014	14/205,239	3/11/2014	9,100,027
Uniquify, Inc.	METHODS FOR DYNAMICALLY ADAPTIVE BIT-LEVELING BY INCREMENTAL SAMPLING, JITTER DETECTION, AND EXCEPTION HANDLING	2014-0281666	9/18/2014	14/273,416	5/8/2014	9,300,443

Uniquify, Inc.	METHODS FOR CALIBRATING A READ DATA PATH FOR A MEMORY INTERFACE	2015-0302905	10/22/2015	14/752,903	6/27/2015	9,552,853
Uniquify, Inc.	CONTINUOUS ADAPTIVE DATA CAPTURE OPTIMIZATION FOR INTERFACE CIRCUITS	2016-0006423	1/7/2016	14/850,792	9/10/2015	9,425,778
Uniquify, Inc.	Multiple Gating Modes and Half-Frequency Dynamic Calibration for DDR Memory Controllers	2016-0035409	2/4/2016	14/882,226	10/13/2015	9,431,091
Uniquify, Inc.	CIRCUIT FOR DYNAMICALLY ADAPTIVE BIT-LEVELING BY INCREMENTAL SAMPLING, JITTER DETECTION, AND EXCEPTION HANDLING	2016-0254903	9/1/2016	15/078,939	3/23/2016	9,584,309
Uniquify, Inc.	CONTINUOUS ADAPTIVE DATA CAPTURE OPTIMIZATION FOR INTERFACE CIRCUITS	2017-0075837	3/16/2017	15/237,473	8/15/2016	9,898,433
Uniquify, Inc.	Multiple Gating Modes and Half-Frequency Dynamic Calibration for DDR Memory Controllers	2016-0365135	12/15/2016	15/249,188	8/26/2016	9,805,784
Uniquify, Inc.	METHOD FOR CALIBRATING CAPTURING READ DATA IN A READ DATA PATH FOR A DDR MEMORY INTERFACE CIRCUIT	2018-0033477	2/1/2018	15/722,209	10/2/2017	10,229,729
Uniquify, Inc.	METHOD FOR CALIBRATING CAPTURING READ DATA IN A READ DATA PATH FOR A DDR MEMORY INTERFACE CIRCUIT	2018-0211699	7/26/2018	15/926,902	3/20/2018	10,032,502
Uniquify, Inc.	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	2018-0277195	9/27/2018	15/996,365	6/1/2018	10,242,730
Uniquify, Inc.	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	2018-0336942	11/22/2018	16/049,693	7/30/2018	10,269,408
Uniquify, Inc.	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	2019-0206479	7/4/2019	16/296,025	3/7/2019	10,586,585
Uniquify, Inc.	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	2020-0020381	1/16/2020	16/584,600	9/26/2019	10,734,061
Uniquify, Inc.	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	2020-0321044	10/8/2020	16/909,871	6/23/2020	11,348,632
Uniquify, Inc.	CONTINUOUS ADAPTIVE DATA CAPTURE OPTIMIZATION FOR INTERFACE CIRCUITS	2021-0209043	10/19/2020	17/074,403	10/19/2020	11,334,509
Uniquify, Inc.	METHOD FOR OPERATING A DATA INTERFACE CIRCUIT WHERE A CALIBRATION CONTROLLER CONTROLS	2022-0237134	7/28/2022	17/724,221	4/19/2022	11,714,769

	BOTH A MISSION PATH AND A REFERENCE PATH					
Uniquify, Inc.	DOUBLE DATA RATE (DDR) MEMORY CONTROLLER APPARATUS AND METHOD	2022-0254403	8/11/2022	17/728,673	4/25/2022	11,710,516
Uniquify, Inc.	METHOD FOR AUTOMATICALLY GATING A DATA STROBE AND SYSTEMS THEREOF	[pending]	[pending]	PCT/IB2023/054037	4/22/2022	
Uniquify, Inc.	Unique circuit architecture involving shifters that can facilitate multiple different AI functions (CNN, batch norm, addition, multiplication, etc.) at a smaller footprint and smaller power consumption than the competition	[pending]	[pending]	PCT/US2022/027035	05/05/2021	
Uniquify, Inc.	Server that processes video using AI to add overlays or change the video before broadcasting to user devices	[pending]	[pending]	PCT/US2022/027242	05/05/2021	
Uniquify, Inc.	Edge device/system that processes video input to the edge system/device in real time to add overlays or change the video by using AI	[pending]	[pending]	PCT/US2022/027496	05/05/2021	

Trademark Registrations & Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Uniquify, Inc.	USA	Uniquify	86038888	15-Aug-13	4619634	14-Oct-14

Copyright Registrations & Copyright Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Copyright</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
N/A.						

Licenses

N/A.