

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8141684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WHITEFOX DEFENSE TECHNOLOGIES, INC.	07/18/2023
RECEIVING PARTY DATA	
Name:	JAM CAPITAL LLC
Street Address:	463 E. HAPPY CANYON ROAD
City:	CASTLE ROCK
State/Country:	COLORADO
Postal Code:	80108
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	15729550
Application Number:	16565339
Application Number:	16560865
Application Number:	18083406
PCT Number:	US2017055976
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:	(805) 225-4506
Email:	luke.fox@whitefoxdefense.com
Correspondent Name:	LUKE FOX
Address Line 1:	854 MONTEREY ROAD
Address Line 4:	SAN LUIS OBISPO, CALIFORNIA 93401
NAME OF SUBMITTER:	LUKE FOX
SIGNATURE:	/Luke Fox/
DATE SIGNED:	08/30/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 4	
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PATENT

REEL: 064752 FRAME: 0745

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “*Patent Security Agreement*”), dated as of July 18, 2023 (the “*Effective Date*”), is made by WhiteFox Defense Technologies, Inc. (the “*Borrower*”) in favor of JAM Capital LLC (the “*Lender*”).

WHEREAS pursuant to the terms of that certain Loan and Security Agreement, dated as of April 29, 2022, as amended (the “*Loan Agreement*”), by and among Borrower and Lender, the Lender has agreed to extend credit to the Borrower; and

WHEREAS pursuant to the Loan Agreement, Borrower has granted to the Lender a security interest and continuing lien on all of Borrower’s right, title and interest in, to and under all Collateral (as defined in the Loan Agreement), including the Patent Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Obligations (as defined in the Loan Agreement) including the obligations of the Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and the Lender agree as follows:

1. **Grant of Security.** Borrower hereby grants to the Lender a security interest in all of Borrower’s right, title and interest in and to, whether owned or existing or hereafter acquired or arising and wherever located, (i) the patents set forth in Schedule I hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such patent, and (iv) 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 sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the “*Patent Collateral*”).

2. **Security for Obligations.** The grant of a security interest in the Patent Collateral by Borrower under this Patent Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Lender but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Borrower.

3. **Recordation.** Borrower agrees to execute or otherwise authenticate this Patent Security Agreement for recording the security interest granted to the Lender in the patents and patent licenses with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States or elsewhere necessary to perfect the security interest in such patents and patent licenses. Borrower hereby authorizes and requests that the Commissioner for Patents and any other applicable governmental officer located in the United States or elsewhere record this Patent Security Agreement. Borrower further authorized the Lender to file a copy of this Patent Security Agreement and/or a UCC financing statement to perfect the Lender’s security interest.

4. **Grants, Rights and Remedies.** This Patent Security Agreement has been entered into in Borrower does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Patent Collateral are more fully set forth

in the Loan Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

5. **Amendments in Writing.** None of the terms or provisions of this Patent Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Lender, the Borrower with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 8.3 of the Loan Agreement.

6. **Notices.** All notices, requests and demands pursuant hereto shall be made in accordance with Section 8.1 of the Loan Agreement.

7. **Successors and Assigns.** The provisions of this Patent Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Borrower may not assign, transfer or delegate any of its rights or obligations under this Patent Security Agreement without the prior written consent of the Lender except pursuant to a transaction permitted by the Loan Agreement.

8. **Counterparts.** This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Patent Security Agreement by facsimile transmission or other electronic delivery shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by facsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

9. **Severability.** Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.


10. **Governing Law.** This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with federal law, and to the extent not preempted by federal law, by the substantive law of the State of California, without giving effect to any conflicts of laws principles that might otherwise refer construction or interpretation of this Patent Security Agreement to the substantive law of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, Borrower and the Lender have duly executed this Patent Security Agreement as of the Effective Date.


BORROWER

WhiteFox Defense Technologies, Inc.

By: 
Name: Luke Fox
Title: Chief Executive Officer

LENDER

JAM Capital LLC

By: 
Name: John Schmidt, Sr.
Title: Managing Partner

SCHEDULE I –PATENTS

PATENT	COUNTRY	APPLICATION NUMBER	FILING DATE	STATUS
SYSTEMS AND METHODS FOR CYBER-PHYSICAL VEHICLE MANAGEMENT, DETECTION AND CONTROL	United States of America	15/729,550	10-Oct-2017	Granted
SYSTEMS AND METHODS FOR CYBER-PHYSICAL VEHICLE MANAGEMENT, DETECTION AND CONTROL	Canada	3,040,271	11-Apr-2019	Published
SYSTEMS AND METHODS FOR CYBER-PHYSICAL VEHICLE MANAGEMENT, DETECTION AND CONTROL	United States of America	16/565,339	09-Sep-2019	Granted
INTEGRATED SECURE DEVICE MANAGER SYSTEMS AND METHODS FOR CYBERPHYSICAL VEHICLES	United States of America	16/560,865	04-Sep-2019	Allowed
INTEGRATED SECURE DEVICE MANAGER SYSTEMS AND METHODS FOR CYBERPHYSICAL VEHICLES	United States of America	18/083,406	22-Dec-2022	Published