

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8181379

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	507815899
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MEDIO LABS, INC.	12/07/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MATTHEW NORMAN BULL
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	COLLATERAL AGENT AND SECURED PARTY
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	HYGROVEST LIMITED
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	PHEAKES PTY LTD ATF SENATE
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	WIMALEX PTY LTD ATF TRIO S/F
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	JEREMY MARK AUSTIN
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT

PATENT

<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	SUNSET CAPITAL MANAGEMENT PTY LTD ATF SUNSET SUPERFUND
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	REGAL WORLD CONSULTING PTY LTD ATF R WU FAMILY
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	DANTEEN PTY LTD
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	NYSHA INVESTMENTS PTY LTD ATF SANGHAVI FAMILY
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	KATE MAREE BLACKBURN
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	COWOSO CAPITAL PTY LTD ATF THE COWOSO SUPER FUND
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004

<b>Name:</b>	ANGELOMARIA TARABORRELLI
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	JAINSON FAMILY PTY LTD ATF JAINSON FAMILY
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	PARKRANGE NOMINEES PTY LTD ATF PARKRANGE INVESTMENT
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	XAU PTY LTD ATF JOHN & CARA SUPER FUND
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	XAU PTY LTD ATF CHP
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	ALEXANDER LEWIT
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	GREGORY WALL ATF G & M WALL SUPER FUND
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT

<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	MICHELLE WALL ATF G & M WALL SUPER FUND
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	BRIANT NOMINEES PTY LTD ATF BRIANT SUPER FUND
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	ZIZIPHUS PTY LTD
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	AGENS PTY LTD ATF THE MARK COLLINS S/F
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	FPMC PROPERTY PTY LTD ATF FPMC PROPERTY DISC
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	HOWARD VAN NGUYEN
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004

<b>Name:</b>	AMOL THIKANE
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	JACK MICHAEL MCKENNA
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	ALLAN GRAHAM JENZEN ATF AG E JENZEN P/L NO 2
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	ELIZABETH JENZEN ATF AG E JENZEN P/L NO 2
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	DENNIS PERCIVAL JONES
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	ANGELA MARGARET JONES
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	S3 CONSORTIUM HOLDINGS PTY LTD ATF NEXTINVESTORS DOT COM
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT

<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004
<b>Name:</b>	VANESSA RUBEN
<b>Street Address:</b>	23/121 HILL STREET
<b>Internal Address:</b>	C/O MATTHEW NORMAN BULL AS COLLATERAL AGENT
<b>City:</b>	EAST PERTH, WA
<b>State/Country:</b>	AUSTRALIA
<b>Postal Code:</b>	6004

**PROPERTY NUMBERS Total: 6**

Property Type	Number
<b>Patent Number:</b>	11232857
<b>Patent Number:</b>	11556390
<b>Application Number:</b>	16589030
<b>Application Number:</b>	16589039
<b>Application Number:</b>	17281174
<b>Application Number:</b>	17281180

**CORRESPONDENCE DATA**

**Fax Number:** (305)961-5812

***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:** 3055790812

**Email:** Mary.Marcos@gtlaw.com

**Correspondent Name:** MANUEL R. VALCARCEL, ESQ.

**Address Line 1:** 333 S.E. 2ND AVENUE, 44TH FLOOR

**Address Line 2:** GREENBERG TRAURIG, P.A.

**Address Line 4:** MIAMI, FLORIDA 33131

<b>ATTORNEY DOCKET NUMBER:</b>	186700.010100
<b>NAME OF SUBMITTER:</b>	MANUEL VALCARCEL
<b>SIGNATURE:</b>	/Manuel Valcarcel/
<b>DATE SIGNED:</b>	09/21/2023

**Total Attachments: 52**

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source=Medio Labs - Security Agreement (Executed)(685819015.2)#page8.tif

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## SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this “**Security Agreement**”), dated as of December 7, 2022, is executed by Medio Labs, Inc., a Delaware corporation (together with its successors and assigns, “**Company**”), in favor of the Investors listed on the signature page hereto (each a “**Secured Party**” and collectively, “**Secured Parties**”), and Matthew Norman Bull (the “**Collateral Agent**”).

### RECITALS

A. Company, the Collateral Agent and Secured Parties have entered into a Warrant and Secured Note Purchase Agreement, dated as of the date hereof, as may be amended from time to time (the “**Purchase Agreement**”), pursuant to which the Company has issued secured convertible promissory notes (as amended, modified or otherwise supplemented from time to time, each a “**Note**” and collectively, the “**Notes**”).

B. In order to induce Secured Parties to extend the credit evidenced by the Notes, Company has agreed to enter into this Security Agreement and to grant to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, the security interest in the Collateral described below.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with the Collateral Agent and the Secured Parties as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

“**Obligations**” means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Company to the Collateral Agent and the Secured Parties of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Financing Documents, including, all interest payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

“**UCC**” means the Uniform Commercial Code as in effect in the State of Delaware from time to time.



All capitalized terms not otherwise defined herein shall have the respective meanings given in the Purchase Agreement and the Notes, as applicable. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, Company hereby pledges to the Collateral Agent and grants to Secured Parties a continuing security interest, senior in right to all other indebtedness of the Company (whether now existing or arising in the future), in all rights, titles, and interests in the assets of Company, including all intellectual property owned by the Company, whether now existing or hereafter from time to time acquired (collectively, the “**Collateral**”). The parties hereto acknowledge and agree that prior to the date of this Security Agreement, the Company has granted to an affiliated entity owned by Phillip Alvelda and Zvi Huber, an irrevocable, perpetual, fully-paid and royalty-free license to use all of the intellectual property currently owned by the Company for all applications except to the extent related to healthcare services or the healthcare industry (the “**Non-Healthcare IP License**”). A duly executed copy of the Non-Healthcare IP License is attached hereto as Exhibit A.

3. Reserved.

4. General Representations and Warranties. Company represents and warrants to the Collateral Agent and the Secured Parties that (a) Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Company acquires rights in the Collateral, will be the owner thereof) and that no other person has (or, in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) any right, title, claim or interest (by way of prior or senior lien or otherwise) in, against or to the Collateral; (b) the Non-Healthcare IP License is true and accurate in all material respects and has been duly executed by an authorized representative of each of the parties thereto; and (c) upon the filing of UCC-1 financing statements in the appropriate filing offices, the Collateral Agent and the Secured Parties have (or in the case of after-acquired Collateral, at the time Company acquires rights therein, will have) a perfected security interest in the Collateral, to the extent that a security interest in the Collateral can be perfected by such filing.

5. Covenants Relating to Collateral. The Company hereby agrees at its own expense (a) to perform all acts in the ordinary course of business, consistent with past practices, that may be reasonably necessary to maintain, preserve, protect and perfect the Collateral, the lien granted to the Collateral Agent and the Secured Parties therein and the perfection and priority of such lien; (b) not to use or knowingly permit any Collateral to be used (i) in violation in any material respect of any applicable law, rule or regulation, or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all material taxes and other governmental charges, all material liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without 30 days’ written notice to Secured Parties, (i) not to change Company’s name, and (ii) not to change Company’s state of incorporation into any state other than Delaware, or (e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably requested by the Collateral Agent or any of the Secured Parties to perfect, maintain and protect its lien hereunder and the priority thereof and to deliver promptly upon the request of Secured Parties all originals of Collateral consisting of instruments.

6. Authorized Action by Secured Parties.

(a) Company hereby irrevocably appoints the Collateral Agent as its attorney-in-fact (which appointment is coupled with an interest in the Collateral) and agrees that the Collateral Agent may perform (but shall not be obligated to and shall incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform, and, during the continuation of any Event of Default, to exercise any other such rights and powers as Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) file UCC financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral; (f) file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Company hereunder, without the signature of the Company where permitted by law; and (g) execute other documents, instruments and agreements required hereunder. Company agrees to reimburse the Collateral Agent upon demand for any reasonable costs and expenses the Collateral Agent may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as Secured Parties give to the safekeeping of their own property of like kind shall constitute reasonable care of the Collateral when in Secured Parties' possession; provided, however, that Secured Parties shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

(b) The Company shall, from time to time, as may be required by the Collateral Agent with respect to all Collateral, promptly take all reasonable actions as may be requested by the Collateral Agent to perfect the security interest of the Collateral Agent, for the benefit of the Secured Parties, in the Collateral, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of sections 8-106, 9-104, 9-105, 9-106 and 9-107 of the UCC, section 201 of the federal Electronic Signatures in Global and National Commerce Act and, as the case may be, section 16 of the Uniform Electronic Transactions Act, as applicable, the Company shall promptly take all actions as may be requested from time to time by the Collateral Agent, for the benefit of the Secured Parties, so that control of such Collateral is obtained and at all times held by the Collateral Agent, for the benefit of the Secured Parties. All of the foregoing shall be at the sole cost and expense of the Secured Parties.

## 7. Default and Remedies

### (a) Default

(i) Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default.

(ii) In addition to any other rights given to the Collateral Agent hereunder, if an Event of Default shall occur and be continuing and the Requisite Holders shall have declared the amounts owing under Section 4(b) of the Notes or the Financing Documents to be due and payable (or such amounts shall have automatically, become due and payable), all payments received by the Company under or in connection with any of the Collateral shall be held by the Company in trust for the Secured Parties, shall be segregated from other funds of the Company and shall, if requested by the Collateral Agent forthwith upon receipt by the Company be turned over to the Collateral Agent for the benefit of the Secured Parties, in the same form as received by the Company (duly endorsed by the Company to the Collateral Agent, if required).

(iii) At the request of the Requisite Holders during such time as any Event of Default has occurred and is continuing, the Collateral Agent, may exercise in addition to all other rights and remedies granted to it in this Security Agreement or in any other instrument or agreement securing, evidencing or relating to the Obligations or at law or in equity, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Company expressly agrees that in any such event, the Collateral Agent, without demand of performance or other demand, (except the notice specified below of time and place of public or private sale) to or upon the Company or any other person may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange broker's board or at any of the Collateral Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Each Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption the Company hereby releases. The Collateral Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as set forth in this Section 7, the Company remaining liable for any deficiency remaining unpaid after the application, and only after so paying over such net proceeds and after the payment by the Collateral Agent of any other amount required by any provision of law. Alternatively, the Collateral Agent may require the Company to transfer and convey title to all the Collateral to the Collateral Agent on behalf of the Secured Parties in full satisfaction of all the Obligations. The Company agrees that the Collateral Agent need not give more than ten (10) business days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. The Company shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which the Secured Parties are entitled. The Company will execute and deliver such documents and take such other actions as

the Collateral Agent deems reasonably necessary in order that any such sales may be made in compliance with applicable laws.

(b) Remedies. With the consent of the Requisite Holders following the occurrence and during the continuance of any such Event of Default, the Collateral Agent, for the benefit of itself and the Secured Parties, shall have the rights of a secured creditor under the UCC, all rights granted by this Security Agreement and by law, including the right to: (a) require Company to assemble the Collateral and make it available to Secured Parties at a place to be designated by Collateral Agent; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Collateral Agent deems appropriate. Company hereby agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by Secured Parties at the time of, or received by Secured Parties after, the occurrence of an Event of Default), shall be paid to and applied as follows:

(i) First, to the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances incurred or made hereunder by the Collateral Agent and the Secured Parties;

(ii) Second, to the payment to the Collateral Agent or the Secured Parties of the amount then owing or unpaid to Secured Parties as the Collateral Agent may in its sole discretion determine;

(iii) Third, to the payment of other amounts then payable to Secured Parties under any of the Financing Documents; and

(iv) Fourth, to the payment of the surplus, if any, to Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

8. Appointment of Collateral Agent. The Collateral Agent has been appointed to act as the Collateral Agent hereunder by the Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including the release or substitution of Collateral), solely in accordance with this Security Agreement. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties. The Collateral Agent is authorized to take all such action as is provided to be taken by it as Collateral Agent hereunder and all other action reasonably incidental thereto. As to any matters not expressly provided for herein (including, without limitation, the timing and methods of realization upon the Collateral) the Collateral Agent shall act or refrain from acting in accordance with written instructions from the Secured Parties or, in the absence

of such instructions, in accordance with its discretion. The Collateral Agent may resign at any time. Upon any such notice of resignation or any such removal, the Requisite Holders shall have the right to appoint a successor Collateral Agent. Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Collateral Agent under this Agreement, and the retiring or removed Collateral Agent under this Agreement shall promptly (i) transfer to such successor Collateral Agent all sums and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Collateral Agent under this Security Agreement, and (ii) execute and deliver to such successor Collateral Agent or otherwise authorize the filing of such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Collateral Agent of the security interests created hereunder, whereupon such retiring or removed Collateral Agent shall be discharged from its duties and obligations under this Security Agreement. After any retiring or removed Collateral Agent's resignation or removal hereunder as the Collateral Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Security Agreement while it was the Collateral Agent hereunder. The Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the security interests granted hereunder in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder unless such action or omission constitutes gross negligence or willful misconduct. The Collateral Agent shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Security Agreement by the Company. At any time or times, in order to comply with any legal requirement in any jurisdiction, the Collateral Agent may appoint a bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Collateral Agent, or to act as separate agent or agents on behalf of Collateral Agent with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment.

9. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company, the Collateral Agent or Secured Parties under this Security Agreement shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth in the Purchase Agreement (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

(b) Termination of Security Interest. Upon the payment in full of all Obligations or earlier conversion of the Obligations into Conversion Stock, the security interest granted herein shall terminate and all rights to the Collateral shall revert to Company. Upon such termination, at the cost of the Company, Secured Parties will execute and deliver to Company any UCC termination

statements necessary to affect such termination and any additional documents or instruments as Company shall reasonably request to evidence such termination.

(c) Nonwaiver. No failure or delay on the Secured Parties' part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except in accordance with the Purchase Agreement. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given. Upon the amendment or waiver of any part of this Security Agreement in accordance with the Purchase Agreement, each Secured Party shall be deemed to have consented thereto and such amendment or waiver shall bind all Secured Parties.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Secured Parties and Company and their respective successors and assigns; provided, however, that Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Secured Parties.

(f) Cumulative Rights, etc. The rights, powers and remedies of the Collateral Agent and the Secured Parties under this Security Agreement shall be in addition to all rights, powers and remedies given to the Collateral Agent or Secured Parties by virtue of any applicable law, rule or regulation of any governmental authority, any Financing Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Parties' rights hereunder. The Company waives any right to require the Collateral Agent or Secured Parties to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Secured Parties' power.

(g) Payments Free of Taxes, Etc. All payments made by Company under the Financing Documents shall be made by Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. Upon request by Secured Parties, Company shall furnish evidence satisfactory to Secured Parties that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(i) Construction. Each of this Security Agreement and the other Financing Documents is the result of negotiations among, and has been reviewed by, Company, Secured Parties and their respective counsel. Accordingly, this Security Agreement and the other Financing Documents shall be deemed to be the product of all parties hereto, and no ambiguity shall be construed in favor of or against Company or Secured Parties.

(j) Entire Agreement. This Security Agreement taken together with the other Financing Documents constitute and contain the entire agreement of Company and Secured Parties and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(k) Other Interpretive Provisions. References in this Security Agreement and each of the other Financing Documents to any document, instrument or agreement (a) includes all exhibits, schedules and other attachments thereto, (b) includes all documents, instruments or agreements issued or executed in replacement thereof, and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Financing Document refer to this Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Financing Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Financing Document shall not be construed to be limiting or exclusive.

(l) Governing Law; Arbitration. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflicts of law rules (except to the extent governed by the UCC). Disputes shall be subject to binding arbitration in accordance with applicable provisions of the Purchase Agreement.

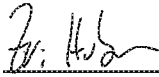
(m) Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

(n) Expenses. The Company agrees to pay or reimburse the Secured Parties for all reasonable costs and expenses incurred in connection with the maintenance of the liens contemplated hereby and the enforcement, attempted enforcement or preservation of any rights and remedies under this Agreement (including all such costs and expenses incurred during any "workout" or restructuring in respect of the Obligations and during any legal proceeding, including any proceeding under any bankruptcy or insolvency law), including reasonable legal expenses and attorneys' fees.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

**MEDIO LABS, INC.**, a Delaware corporation


By:   
Name: Zvi Huber  
Title: COO

[Signature page to Security Agreement]



IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

COLLATERAL AGENT:

By:   
Name: Matthew Norman Bull

SECURED PARTIES:

AGREED:

MATTHEW NORMAN BULL

  
\_\_\_\_\_

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

SECURED PARTIES:

AGREED:

**HYGROVEST LIMITED**

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

Name: James Hallam

Title: Company Secretary & Chief Financial Officer

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.


**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

**PHEAKES PTY LTD ATF SENATE**

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

Name: Peter Wall

Title: Sole Director & Company Secretary

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

**WIMALEX PTY LTD ATF TRIO S/F**

By:  

Name: Matthew Lumb and Sharon Lumb

Title: Directors

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.


MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

JEREMY MARK AUSTIN

 \_\_\_\_\_  
Jeremy Mark Austin

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

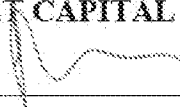
**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

**SUNSET CAPITAL MANAGEMENT PTY LTD ATF SUNSET SUPERFUND**

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

Name: JASON PETERSON

Title: DIRECTOR

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.


**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

**REGAL WORLD CONSULTING PTY LTD ATF R WU FAMILY**

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

Name: Zhou Yun Richard Wu

Title: Managing Director

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

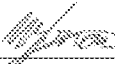
**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

**DANTEEN PTY LTD**

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

Name: Mark Conacher

Title: Director

[Signature page to Security Agreement]



IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

**NYSHA INVESTMENTS PTY LTD ATF SANGHAVI FAMILY**

By: 

Name: BHAVDIP SANGHAVI

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

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

KATE MAREE BLACKBURN

  
\_\_\_\_\_

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

COWOSO CAPITAL PTY LTD ATF THE COWOSO SUPER FUND

By: Andrew Moffat  
Name: ANDREW MOFFAT  
Title: DIRECTOR

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.


MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

ANGELOMARIA TARABORRELLI



\_\_\_\_\_  
ANGELOMARIA TARABORRELLI, Attorney for Medio

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

JAINSON FAMILY PTY LTD ATF JAINSON FAMILY

By: *[Signature]*  
Name: ACHIN JAIN  
Title: Director

[Signature page to Security Agreement]

WICKET

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

PARKRANGE NOMINEES PTY LTD ATF PARKRANGE INVESTMENT

By: M. L. H.  
Name: MATTHEW THURSTON  
Title: DIRECTOR

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

**XAU PTY LTD ATF JOHN & CARA SUPER FUND**

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

Name: John Philp

Title: Director

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

**XAU PTY LTD ATF CHP**

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

Name: John Philp

Title: Director

[Signature page to Security Agreement]



IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

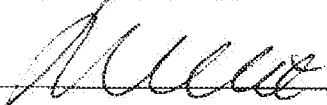
**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

**ALEXANDER LEWIT**

 \_\_\_\_\_

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

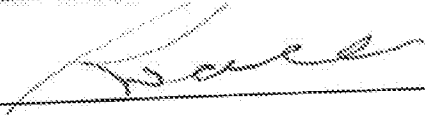
MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

GREGORY WALL ATF G & M WALL SUPER FUND

  
\_\_\_\_\_

MICHELLE WALL ATF G & M WALL SUPER FUND

  
\_\_\_\_\_

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

BRIANT NOMINEES PTY LTD ATF BRIANT SUPER FUND

By: B. McMaster  
Name: BRIAN MCMASTER  
Title: DIRECTOR

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

ZIZIPHUS PTY LTD

By: *[Signature]*  
Name: Benoit Vergara  
Title: Director / Comp. Sec

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

AGENTS PTY LTD ATF THE MARK COLLINS S/F

By: Mark Collins  
Name: Karen Marie Collins  
Title: Director

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

~~FPMC PROPERTY~~ ~~ATF FPMC PROPERTY DISC~~

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

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

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

*Mark Kratzman*  
*DIRECTOR*

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

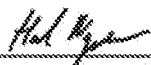
MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

HOWARD VAN NGUYEN

  
\_\_\_\_\_

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTIES:

AGREED:

**AMOL THIKANE**

  
\_\_\_\_\_

[Signature page to Security Agreement]



IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

**JACK MICHAEL MCKENNA**

*Jack McKenna*  
\_\_\_\_\_

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.


MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

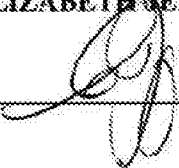
SECURED PARTIES:

AGREED:

ALLAN GRAHAM JENZEN ATF AG E JENZEN P/L NO 2

  
\_\_\_\_\_

ELIZABETH JENZEN ATF AG E JENZEN P/L NO 2

  
\_\_\_\_\_

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as  
of the day and year first written above.

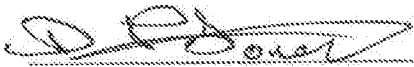
MEDIO LABS, INC., a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

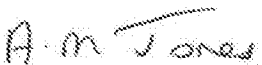
SECURED PARTIES:

AGREED:

DENNIS PERCIVAL JONES

 \_\_\_\_\_

ANGELA MARGARET JONES

 \_\_\_\_\_

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

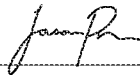
**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

**S3 CONSORTIUM HOLDINGS PTY LTD ATF NEXTINVESTORS DOT COM**

By:                       
Name:           Jason Price            
Title:           Director          

[Signature page to Security Agreement]

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first written above.

**MEDIO LABS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

SECURED PARTIES:

AGREED:

**VANESSA RUBEN**

  
\_\_\_\_\_

[Signature page to Security Agreement]

**Exhibit A**  
**Non-Healthcare IP License**  
(see attached)

## SCHEDULE

**Patent title:**

**U.S. Patent Appl./Reg. No.:**

Fully Automated Non-Contact Remote Biometric and Health Sensing Systems, Architectures, and Methods	Reg. No. 11,232,857
Efficient High Bandwidth Shared Memory Architectures for Parallel Machine Learning and AI Processing of Large Data Sets and Streams	Reg. No. 11,556,390
Machine Learning Using Semantic Concepts Represented with Temporal and Spatial Data	Appl. No. 16/589,030
Machine Learning Data Representations, Architectures, and Systems that Intrinsically Encode and Represent Benefit, Harm, and Emotion to Optimize Learning	Appl. No. 16/589,039
Method, Machine-Readable Medium and System to Parameterize Semantic Concepts in a Multi-Dimensional Vector Space and to Perform Classification, Predictive, and Other Machine Learning and AI Algorithms Thereon	Appl. No. 17/281,174
Data Representations and Architectures, Systems, and Methods For Multi-Sensory Fusion, Computing, and Cross-Domain Generalization	Appl. No. 17/281,180

## PATENT AND KNOW-HOW LICENSE AGREEMENT

THIS PATENT AND KNOW-HOW LICENSE AGREEMENT (this “**Agreement**”), effective as of December 5, 2022 (the “**Effective Date**”), is by and between Medio Labs, Inc, a Delaware corporation (“**Licensor**”), and Phillip Alvelda and Zvi Huber (collectively, “**Licensees**,” or each, individually, a “**Licensee**”) (collectively, the “**Parties**,” or each, individually, a “**Party**”).

WHEREAS, Licensor owns the entire right, title, and interest in and has the right to license to Licensees the Licensed Patents and Licensed Know-How; and

WHEREAS, Licensees wish to obtain, and Licensor is willing to grant to Licensees, a license under the Licensed Proprietary Rights outside of the Excluded Field of Use on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used but not defined elsewhere in this Agreement have the following meanings:

“**Affiliate**” of a Party means any entity that, at any time during the Term, is more than 50% owned by such Party, owns more than 50% of such Party, or is more than 50% owned by a third party that owns more than 50% of such Party.

“**Excluded Field of Use**” means all purposes related to the healthcare industry and its related applications.

“**Improvement**” means any modification of or improvement or enhancement to any Licensed Patents or Licensed Know-How, in each case, created or developed prior to October 22, 2021.

“**Licensed Know-How**” means any and all technical information, trade secrets, unpublished works, formulas, prototypes, specifications, directions, instructions, test protocols, procedures, results, studies, analyses, raw material sources, data, manufacturing data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, machines, devices, formulae, equipment, enhancements, modifications, technological developments, techniques, systems, tools, designs, drawings, plans, software, documentation, data, programs, and other knowledge, information, skills, and materials owned or controlled by Licensor pertaining to the Licensed Patents, in each case, created or developed prior to October 22, 2021.

“**Licensed Patents**” means the patents and patent applications listed in Schedule 1 together with all patents that issue therefrom and all continuations, continuations-in-



part, substitutions, reissues, re-examinations, and renewals of any of the foregoing, in each case to the extent owned by Licensor.

**"Licensed Product"** means any product that incorporates or embodies any Licensed Patents or Licensed Know-How.

**"Licensed Proprietary Rights"** means the Licensed Patent(s) and Licensor's proprietary rights in and to the Licensed Know-How under applicable trade secret law.

**"Territory"** means globally, including, but not limited to, the United States of America and its territories, Europe, UK, Asia, Australia, and Central and South America, and Canada.

2. License.

(a) Grant. Licensor hereby grants to Licensees a perpetual, non-exclusive, irrevocable, royalty-free, fully paid-up, sublicensable, and transferable license, under the Licensed Proprietary Rights to make, have made, use, offer to sell, sell and import in the Licensed Products and to use the Licensed Know-How in connection therewith, in each case only outside of the Excluded Field of Use in the Territory. No license or rights (including any "have made" rights) are granted to Licensees by implication, estoppel, or otherwise, other than as expressly granted by Licensor under this Section 2. For the avoidance of doubt, no "have made" rights are granted hereunder and Licensee has no right to permit any third party to make any Licensed Products, except as expressly permitted under Section 2(b).

(b) Sublicensing. Licensees may grant sublicenses under the license granted in Section 2(a) to any third party with prior written notice provided to Licensor. All sublicenses must be in writing, be subject to and consistent with the applicable terms and conditions of this Agreement, and name Licensor as an intended third-party beneficiary with the right to enforce such sublicense's terms and conditions. Licensees shall deliver to Licensor a true, complete, and correct copy of each such sublicense agreement and any amendment thereto promptly following its execution. Licensees shall ensure that each sublicensee complies with the applicable terms and conditions of this Agreement. Any act or omission of a sublicensee that would be a material breach of this Agreement if performed by Licensees will be deemed to be a material breach by Licensees. Any sublicense granted to a third party must prohibit such third-party sublicensee from further sublicensing without Licensor's prior written consent.

(c) Licensor Reservation of Rights. Licensor reserves all rights in the Licensed Patents and Licensed Know-How in the Excluded Field of Use and all right to make, use, offer to sell, sell, and import Licensed Products in the Excluded Field of Use. Notwithstanding the exclusive character of certain licenses granted in this Agreement, Licensee takes such licenses subject to any rights granted to third parties established by

agreements entered into by Licensor before the Effective Date and all renewals and extensions thereof.

3. Licensed Know-How Transfer. After the Effective Date, Licensor shall disclose the Licensed Know-How to Licensees in such form and media as Licensees may reasonably request. For the avoidance of doubt, all Licensed Know-How disclosed to Licensees hereunder is Licensor's Confidential Information and subject to the confidentiality and non-disclosure obligations under Section 7, and Licensees' use of any documentation, materials, or other information concerning the Licensed Know-How provided under this Section 3 is subject to the terms and conditions of this Agreement, including the scope of the license expressly granted under Section 2.

4. Improvements. As between the Parties, Licensor will solely own all right, title, and interest in and to any Improvement in the Excluded Field of Use conceived or developed by its employees or independent contractors, and Licensees will solely own all right, title, and interest in and to any Improvement outside of the Excluded Field of Use conceived or developed by their employees or independent contractors. Each Party's Improvements will be deemed to be such Party's Confidential Information. On Licensor's election, any Improvements conceived or developed by or on behalf of Licensor will be included in the Licensed Know-How and, to the extent patentable, the Licensed Patent Rights for all purposes under this Agreement. Any Improvements developed by or on behalf of Licensees will not be licensed to Licensor unless the Parties otherwise specifically agree in writing.

5. Patent Matters.

(a) Prosecution and Maintenance. Licensor has the sole right, in its discretion, to file, prosecute, and maintain the Licensed Patents. Licensor shall inform Licensees of any material changes in the status of any Licensed Patents during the Term. Licensees shall reimburse Licensor for all reasonable expenses Licensor incurs during the Term in connection with such filing, prosecution, and maintenance. Notwithstanding the foregoing, Licensor has no obligation to

(b) Enforcement. Each Party shall promptly notify the other Party in writing of any actual or suspected infringement or misappropriation of the Licensed Proprietary Rights outside of the Excluded Field of Use, including any known details of such infringement or misappropriation. Licensor has the first right, in its discretion, to bring any action or proceeding with respect to such infringement or misappropriation and to control its conduct (including any settlement). If Licensor does not commence an action or proceeding within one hundred eighty (180) days after receipt or delivery of notice concerning any infringement or misappropriation, the Parties shall determine in good faith whether Licensees may bring such action or proceeding on its own. The Party that does not control any action or proceeding brought under this Section 5(b) shall provide the other Party with all cooperation and assistance that such other Party may reasonably

request in connection with such action or proceeding, including joining as a plaintiff if necessary to establish standing. Any damages, profits, and other monetary awards resulting from any such action or proceeding will be retained in their entirety by Licensor.

6. Compliance with Laws. Licensees shall comply with all applicable laws and regulations in exercising its rights and performing its obligations under this Agreement. Without limiting the foregoing, Licensees shall comply with: (a) the patent marking provisions of 35 U.S.C. § 287(a) and the patent marking laws of all applicable countries in the Territory; (b) any requirements for recording all or part of this Agreement with a national or supranational governmental authority to the extent necessary for either Party to fully enjoy the rights, privileges, and benefits of this Agreement; and (c) all applicable laws and regulations concerning the export of any Licensed Product and any associated technical data, materials, or information, including any requirements for obtaining an export license or other governmental approval.

7. Confidentiality. Each Party acknowledges that in connection with this Agreement it will gain access to certain non-public, confidential, or proprietary information of the other Party ("**Confidential Information**"). Without limiting the foregoing, Licensor's Confidential Information includes the Licensed Know-How and all trade secrets and any confidential information included in or related to the Licensed Patents, including unpublished patent applications and invention disclosures. Confidential Information does not include information that at the time of disclosure is: (a) in the public domain; (b) known to the Party receiving it; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. Each Party shall maintain the other Party's Confidential Information in strict confidence and not disclose it to any other person or entity, except to its employees who have a need to know such Confidential Information for such Party to exercise its rights or perform its obligations hereunder and are bound by written nondisclosure agreements. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to comply with an order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order. With respect to any Confidential Information that constitutes a trade secret as determined under applicable law, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. Representations.

(a) Mutual Representations. Each Party represents and warrants to the other Party that, as of the Effective Date: (i) it is duly organized, validly existing, and in good standing under the laws of the state or jurisdiction of its organization; (ii) it has the full right, power, and authority to enter into and perform its obligations under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of such Party;

and (iv) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

(b) Licenser Representations. Licenser represents and warrants that: (i) Licenser is the owner of the entire right, title, and interest in and to the Licensed Proprietary Rights; (ii) Licenser has the right to grant the licenses hereunder; and (iii) Licenser has not granted to any third party any licenses or other rights under the Licensed Proprietary Rights that conflict with rights granted to Licensees under this Agreement.

(c) Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE LICENSED PROPRIETARY RIGHTS OR KNOW-HOW, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY LICENSED PATENT OR THE ACCURACY, COMPLETENESS, OR USEFULNESS FOR ANY PURPOSE OF ANY KNOW-HOW OR OTHER INFORMATION OR MATERIALS MADE AVAILABLE BY LICENSOR UNDER THIS AGREEMENT. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

## 9. Indemnification.

(a) Licensee Indemnification. Licensees shall indemnify, defend, and hold harmless Licenser and its Affiliates, and each of Licenser's and its Affiliates' respective officers, directors, employees, and agents against all losses, damages, liabilities, costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or other proceeding arising out of: (i) Licensees' or any of its sublicensees use of any Licensed Proprietary Rights or Licensed Know-How; or (ii) the manufacture, use, or sale of any Licensed Product by or on behalf of Licensees or any of its sublicensees, including any product liability claim, except to the extent caused by Licenser's gross negligence or willful misconduct.

(b) Indemnification Procedure. Licenser shall promptly notify Licensees in writing of any claim, suit, action, or other proceeding for which it is entitled to indemnification under Section 9(a) ("**Indemnified Claim**"). Licensees shall control the investigation and defense of the Indemnified Claim and shall employ counsel reasonably acceptable to Licenser to handle and defend the Indemnified Claim, at Licensees' expense. Licenser shall provide all assistance reasonably requested by Licensees, at Licensees' expense. Licensees shall not settle any Indemnified Claim in a manner that adversely affects the rights of Licenser or its Affiliates without Licenser's prior written

consent. Licensor may participate in and observe the proceedings at its own cost and expense with counsel of its choice.

10. Limitation of Liability. EXCEPT FOR INDEMNIFICATION OBLIGATIONS AND LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term and Termination.

(a) Term. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with Section 12(b), will continue in effect until the expiration of the last to expire of the Licensed Patents in the Territory covering such Licensed Product.

(b) Termination.

(i) By Licensees. Licensees may terminate this Agreement at any time, with or without cause, by providing at least ten (10) days' prior written notice to Licensor.

(ii) By Licensor. Licensor may terminate this Agreement on written notice to Licensees: (A) if Licensees materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; or (B) Licensees or any of their Affiliates institute or actively participate as an adverse party in, or otherwise provide material support to, any action, suit, or other proceeding in the Territory to invalidate or limit the scope of any Licensed Patent claim or obtain a ruling that any Licensed Patent claim is unenforceable or not patentable.

(c) Effect of Expiration or Termination.

(i) Upon the expiration of this Agreement with respect to a Licensed Product, the licenses granted to Licensees under this Agreement with respect to such Licensed Product will become fully-paid, perpetual, and irrevocable in the Territory.

(ii) Upon any termination of this Agreement:

(A) Licensees shall immediately cease exercising all rights granted under the Licensed Proprietary Rights.

(B) Each Party shall promptly return to the other Party, or delete or destroy, all relevant records and materials in such Party's possession or control containing the other Party's Confidential Information.

(C) All sublicenses granted by Licensees will automatically terminate; provided, however, that upon the request of any sublicensee who is in good standing under this Agreement and the applicable sublicense agreement, Licensor may, in its discretion, elect to continue such sublicense under a direct license agreement with such sublicensee under the Licensed Proprietary Rights.

(iii) Expiration or termination of this Agreement will not relieve the Parties of any obligations accruing before the effective date of expiration or termination.

(iv) The rights and obligations of the Parties set forth in this Section 11(c), Section 7 (Confidentiality), Section 9 (Indemnification), Section 10 (Limitation of Liability), and Section 13 (Miscellaneous), and any right, obligation, or required performance of the Parties under this Agreement which, by its express terms or nature and context is intended to survive expiration or termination of this Agreement, will survive any such expiration or termination.

12. Assignment. Licensees shall not assign or otherwise transfer any of their rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written notification of Licensor. Licensees may make such an assignment, delegation, or other transfer, in whole or in part, without the Licensor's consent or notification: (a) to an Affiliate; or (b) in connection with the transfer or sale of all or substantially all of the business or assets of Licensees relating to this Agreement.

13. Miscellaneous.

(a) Further Assurances. Each Party shall, and shall cause their respective Affiliates to, upon the reasonable request, and at the sole cost and expense, of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

(b) Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency,

partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

(c) No Public Statements. Neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the other Party's prior written consent.

(d) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (other than routine communications having no legal effect) must be in writing and sent to the respective Party at the addresses indicated below (or at such other address for a Party as may be specified in a notice given in accordance with this Section):

If to Licensor:

Medio Labs, Inc.  
4863 33<sup>rd</sup> Road North  
Arlington, VA 22207  
Email: [alvelda@brainworks.ai](mailto:alvelda@brainworks.ai); [zvi@medio.ai](mailto:zvi@medio.ai)  
Attention: Phillip Alvelda and Zvi Huber

If to Licensees:

Phillip Alvelda  
4864 33<sup>rd</sup> Road North  
Arlington, VA 22207  
Email: [Phillip Alvelda  
alvelda@brainworks.ai](mailto:Phillip.Alvelda@brainworks.ai)

Zvi Huber  
500 Arnon Ridge Ct.  
Great Falls, VA 22066  
Email: [zvi@medio.ai](mailto:zvi@medio.ai)

Notices sent in accordance with this Section will be deemed effective: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next day if sent after normal business hours of the recipient; or (d) on the second day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

(e) Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the

context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

(f) Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(g) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

(h) Amendment; Waiver. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(i) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(j) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in the City of Wilmington and the County of New Castle, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.



(k) Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(l) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**LICENSOR:**

MEDIO LABS, INC.

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

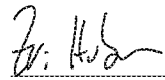
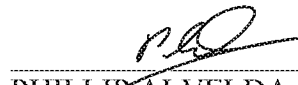
Name: Phillip Alvelda

Title: Chief Executive Officer



**LICENSEES:**

PHILLIP ALVELDA



ZVI HUBER

## SCHEDULE 1

### LICENSED PATENTS

#### Patents no yet filed:

1. Integrated vital sign measurements in patient accession questionnaires to optimize pathology test patient targeting.
2. Vital sign measurement and digital self-screening to measure and track therapeutic dosing and efficacy.

#### Filed Patents (both full and provisional):

1. CPF 2017006 Data representations and architectures for artificial storage of abstract thoughts, emotions, and memories - Sept. 29
2. CPF 2017012 Machine learning data representations, architectures & systems that intrinsically encode & represent benefit, harm, and emotion to optimize learning.
3. CPF 2017010 Distributed meta-machine learning systems, architectures, and methods for distributed knowledge graph that combine spatial and temporal computation
4. CPF 2017011 Efficient neural bus architectures that integrate and synthesize disparate sensory data types +
5. CPF 2017004 Data representations and architectures, systems, and methods for multi-sensory fusion, computing, and cross-domain generalization
6. CPF 2018019 Non-Contact Remote Biometric and HealthSensing Systems, Architectures, and Method
7. CPF 2018020 Automated Systems, Architectures and Methods to Sense, Log, Process, and Protect Biometric and Health Data - Oct.
8. CPF 2018017 Fluid Client Server Partitioning of Machines Learning and AI Software and Applications
9. CPF 2018018 Efficient High Bandwidth Shared Memory Architectures for Parallel Machine Learning and AI Processing of Large Data sets and Streams
10. CPF 2017008 Machine learning and artificial intelligence techniques, architectures, and systems that encode and utilize predictive information and expectations – Granted
11. Fully automated non-contact remote biometric and health sensing systems, architectures, and methods. **Patent number: 11232857**