

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT8239510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
WORLD VIEW ENTERPRISES INC.	09/13/2023

RECEIVING PARTY DATA

Name:	LYNDON LEA
Street Address:	TETRIS 8A MARINA RESIDENCES, ALBANY SOUTH OCEAN BLVD NEW PROVIDENCE
Internal Address:	PO BOX SP-63158
City:	NASSAU
State/Country:	BAHAMAS
Name:	SOPHIE LEA
Street Address:	TETRIS 8A MARINA RESIDENCES, ALBANY SOUTH OCEAN BLVD NEW PROVIDENCE
Internal Address:	PO BOX SP-63158
City:	NASSAU
State/Country:	BAHAMAS

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	D739334
Patent Number:	10124875
Patent Number:	10737754
Patent Number:	9540091
Patent Number:	10988227
Patent Number:	10336432
Patent Number:	10829192
Patent Number:	11447226
Patent Number:	11511843
Patent Number:	9694910
Patent Number:	10829229
Patent Number:	11613364
Patent Number:	10787268
Patent Number:	9561858

PATENT

Property Type	Number
Patent Number:	11608181
Patent Number:	D739333
Patent Number:	9868537
Application Number:	17982402
Application Number:	17819876
Application Number:	18150977
Application Number:	18050908
Application Number:	17210207

CORRESPONDENCE DATA

Fax Number: (415)439-1500

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.

Email: maria.banda@kirkland.com

Correspondent Name: MARIA BANDA

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ATTORNEY DOCKET NUMBER: 46708-6

NAME OF SUBMITTER: MARIA BANDA

SIGNATURE: /Maria Banda/

DATE SIGNED: 10/25/2023

Total Attachments: 7

- source=ESCROW - World View - Leo - Patent Security Agreement - Lyndon & Sophie (Sep-13-23)_(100027200_1)#page1.tif
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 13, 2023, is made by **WORLD VIEW ENTERPRISES INC.**, a Delaware corporation (the "Grantor") in favor of **LYNDON AND SOPHIE LEA** (together with its successors and assigns, the "Holder").

WHEREAS, Grantor and the Holder, have entered into that certain Promissory Note, dated as of September 13, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note");

WHEREAS, as a condition to the extension of credit by the Holder to Grantor under the Note, Grantor has agreed, pursuant to that certain Security Agreement, dated as of September 13, 2023 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant to the Holder a second priority security interest in, and lien on, the Patents; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Patent Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings given in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Obligations, hereby grants Holder a continuing security interest in the Patents.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Holder pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Holder with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Patent Security Agreement and the provisions of the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Patent Security Agreement, the Holder shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

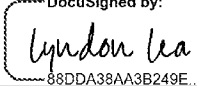
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WORLD VIEW ENTERPRISES INC.,
a Delaware corporation,
as Grantor

By: Ryan M Hartman
Name: Ryan M Hartman
Title: Chief Executive Officer

ACCEPTED AND AGREED as
of the date first written above:

LYNDON AND SOPHIE LEA,
as Holder

By:  88DDA38AA3B249E...

Name: Lyndon Lea

By: _____

Name: Sophie Lea

ACCEPTED AND AGREED as
of the date first written above:

LYNDON AND SOPHIE LEA,
as Holder

By: _____
Name: Lyndon Lea

By:  _____
Name: Sophie Lea

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

A. ISSUED PATENTS

Title	Country	Patent No.	Issue Date	Status	Owner
Capsule window	United States	D739334	9/22/2015	Granted	World View Enterprises Inc.
Continuous multi-chamber super pressure balloon	United States	10124875	11/13/2018	Granted	World View Enterprises Inc.
Continuous multi-chamber super pressure balloon	United States	10737754	8/11/2020	Granted	World View Enterprises Inc.
High altitude balloon systems and methods	United States	9540091	1/10/2017	Granted	World View Enterprises Inc.
High altitude balloon systems and methods using continuous multi-compartment super pressure balloon	United States	10988227	4/27/2021	Granted	World View Enterprises Inc.
Lighter than air balloon systems and methods	United States	10336432	7/2/2019	Granted	World View Enterprises Inc.
Lighter than air balloon systems and methods	United States	10829192	11/10/2020	Granted	World View Enterprises Inc.
Lighter than air balloon systems and methods	United States	11447226	9/20/2022	Granted	World View Enterprises Inc.
Lighter than air balloon systems and methods	United States	11511843	11/29/2022	Granted	World View Enterprises Inc.
Near-space operation systems	United States	9694910	7/4/2017	Granted	World View Enterprises Inc.
Near-space operation systems	United States	10829229	11/10/2020	Granted	World View Enterprises Inc.
Near-space operation systems	United States	11613364	3/28/2023	Granted	World View Enterprises Inc.
Rigidized assisted opening system for high altitude	United States	10787268	9/29/2020	Granted	World View Enterprises Inc.

Title	Country	Patent No.	Issue Date	Status	Owner
parafoils					
Rigidized assisted opening system for high altitude parafoils	United States	9561858	2/7/2017	Granted	World View Enterprises Inc.
Rigidized assisted opening system for high altitude parafoils	United States	11608181	3/21/2023	Granted	World View Enterprises Inc.
Space capsule	United States	D739333	9/22/2015	Granted	World View Enterprises Inc.
Riser release flaring system for parafoils	United States	9868537	1/16/2018	Granted	World View Enterprises Inc.

B. PATENT APPLICATIONS

Title	Country	Application No.	Filing Date	Status	Owner
--	United States	17/982,402	11/7/2022	Pending (Unpublished)	World View Enterprises Inc.
Lighter than air balloon systems and methods	United States	17/819,876	8/15/2022	Pending	World View Enterprises Inc.
Near-space operation systems	United States	18/150,977	1/6/2023	Pending	World View Enterprises Inc.
Lighter than air balloon systems and methods	United States	18/050,908	10/28/2022	Pending	World View Enterprises Inc.
High altitude balloon systems and methods	United States	17/210,207	3/23/2021	Pending	World View Enterprises Inc.

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]