

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8253435

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ICHARTS, LLC	08/25/2023
RECEIVING PARTY DATA	
Name:	BR IP VENTURES, LP
Street Address:	C/O PARKER POE ADAMS & BERNSTEIN LLP/ATTN: MICHAEL KELLEY
Internal Address:	1400 K STREET, N.W., SUITE 1000
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20005
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8271892
Patent Number:	8520000
Patent Number:	9270728
Patent Number:	9712595
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:	864-577-6362
Email:	janekoltura@parkerpoe.com
Correspondent Name:	JANE KOLTURA
Address Line 1:	110 EAST COURT STREET
Address Line 2:	SUITE 200
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29601
ATTORNEY DOCKET NUMBER:	33653-00012 ICHARTS
NAME OF SUBMITTER:	JANE KOLTURA
SIGNATURE:	/Jane Koltura/
DATE SIGNED:	11/01/2023
Total Attachments: 6	

source=iCharts - IP Security Agreement to be filed with USPTO (Fully Executed - August 25 2023)#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**IP Security Agreement**"), dated as of August 25, 2023, is made by and between iCharts, LLC, a Delaware limited liability company (the "**Grantor**") in favor of BR IP Ventures, LP (the "**Security Holder**"), a Delaware limited partnership.

WHEREAS, the Grantor has entered into a Prepaid Forward Agreement, dated as of August 25, 2023 (the "**Purchase Agreement**"), with Security Holder;

WHEREAS, as a condition precedent to the making of the purchase by Security Holder under the Purchase Agreement, Grantor has agreed to convey, assign, pledge and grant to Security Holder a first priority security interest in all of Grantor's right, title and interest in, to and under the Collateral as set forth and defined in the Purchase Agreement (the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to Security Holder a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby pledges and grants to Security Holder a continuing security interest in and a general lien upon, and a conditional assignment of, all of the now existing or hereafter acquired right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

provided, however, the grant of a security interest in the IP Collateral pursuant to this IP Security Agreement shall not: (a) include or imply the transfer of title of the Patents to Security Holder or to any third party or (b) impair or restrict Grantor's unilateral right to license, or prosecute, the Patents.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by Security Holder.

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

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

iCharts, LLC,
a Delaware limited liability company

By: _____

Name: Seymour Duncker

Title: Member

Address for Notices: 3807 E Monterosa St., Phoenix, AZ
85018

SECURITY HOLDER:

BR IP Ventures, LP

By: Banyan IPV Management, LLC, its general
partner

By: _____

Name:

Title: Authorized Signatory

A notary public or other officer completing this certificate
verifies only the identity of the individual who signed the
document to which this certificate is attached, and not the
truthfulness, accuracy, or validity of that document.

STATE OF []¹

)

)SS.

COUNTY OF _____

)

On the ____ day of _____, 2023, before me personally appeared [], personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed
to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed
the same in his/her/their authorized capacity as the [legal capacity] of [Grantor], a [Delaware]
[limited liability company], and acknowledged the instrument to be his/her/their free act and
deed/the free act and deed of [Grantor], for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name:

¹ NTD: To be the state in which Grantor is executing this IP Security Agreement.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SANTA CLARA)

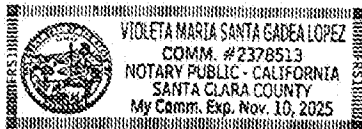
On 08/16/2023 before me, Violeta Maria Santa Gadea Lopez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Seymour Duncker
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Violeta Maria Santa Gadea Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: IPS security agreement Document Date: 8/16/2023
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer -- Title(s): _____
☐ Partner -- ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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

GRANTOR:


iCharts, LLC,
a Delaware limited liability company

By: _____
Name: Seymour Duncker
Title: Member
Address for Notices: 3807 E Monterosa St., Phoenix, AZ
85018

SECURITY HOLDER:

BR IP Ventures, LP

By: **Banyan IPV Management, LLC, its general
partner**

By:  _____
Name: Stephen McMullin
Title: Authorized Signatory

STATE OF []¹)
)SS.
COUNTY OF)

On the ____ day of _____, 2023, before me personally appeared [], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the [legal capacity] of [Grantor], a [Delaware] [limited liability company], and acknowledged the instrument to be his/her/their free act and deed/the free act and deed of [Grantor], for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

¹ NTD: To be the state in which Grantor is executing this IP Security Agreement.

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Creation, sharing and embedding of interactive charts	US	8,271,892	Sep. 18, 2012	iCharts LLC
Creation, sharing and embedding of interactive charts	US	8,520,000	Aug. 27, 2013	iCharts LLC
Creation, sharing and embedding of interactive charts	US	9,270,728	Feb. 23, 2016	iCharts LLC
Creation, sharing and embedding of interactive charts	US	9,712,595	Jul. 18, 2017	iCharts LLC

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]
NONE				