

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8282073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
APPLAUSE GROUP LLC	11/16/2023
APPLAUSE GROUP, INC.	11/16/2023
DIABETES APP LLC	11/16/2023
BLOOD PRESSURE APP LLC	11/16/2023
MASS TEXT LLC	11/16/2023
ROBOCALL HOLDINGS LLC	11/16/2023
TEXT TO SPEECH APP LLC	11/16/2023
TEXT TO SPEECH READER LLC	11/16/2023
TELEPHONE SCIENCE CORPORATION	11/16/2023
VOICE DREAM LLC	11/16/2023
RECEIVING PARTY DATA	
Name:	METROPOLITAN PARTNERS GROUP ADMINISTRATION LLC
Street Address:	850 THIRD AVENUE, 18TH FL.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10278037
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>	
Email:	kareem.ansley@blankrome.com
Correspondent Name:	KAREEM ANSLEY
Address Line 1:	BLANK ROME LLP
Address Line 2:	717 TEXAS AVENUE, SUITE 1400
Address Line 4:	HOUSTON, TEXAS 77002
NAME OF SUBMITTER:	KAREEM ANSLEY

SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	11/16/2023
Total Attachments: 14 source=Intellectual Property Security Agreement (Met-Appraise) Executed#page1.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page2.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page3.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page4.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page5.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page6.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page7.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page8.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page9.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page10.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page11.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page12.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page13.tif source=Intellectual Property Security Agreement (Met-Appraise) Executed#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, modified, supplemented, renewed, restated or replaced from time to time, this “Agreement”), dated as of November 16, 2023, is made by and among the Persons listed on the signature pages hereof as “Grantors” and those additional entities that hereafter become a party to this Agreement as a grantor of liens hereunder (collectively, “Grantors” and each a “Grantor”), in favor of METROPOLITAN PARTNERS GROUP ADMINISTRATION LLC, a Delaware limited liability company, in its capacity as “Agent” under the Loan Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Loan Agreement, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “Loan Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement) and entered into by and among Applause Group LLC, a Delaware limited liability company (“Applause”, and together with any other Person that at any time becomes a Borrower, each a “Borrower” and collectively, the “Borrowers”), Applause Group, Inc., a Delaware corporation (“Parent”), Diabetes App LLC, a Delaware limited liability company (“Diabetes”), Blood Pressure App LLC, a Delaware limited liability company (“Blood Pressure”), Mass Text LLC, a Delaware limited liability company (“Mass Text”), Robocall Holdings LLC, a Delaware limited liability company (“Robocall”), Text To Speech App LLC, a Delaware limited liability company (“Text App”), Text to Speech Reader LLC, a Delaware limited liability company (“Text Reader”), Telephone Science Corporation, a Delaware corporation (“Telephone”), Voice Dream LLC, a Massachusetts limited liability company (“Voice”, and together with Parent, Diabetes, Blood Pressure, Mass Text, Robocall, Text App, Text Reader, Telephone, and those additional entities that become parties to the Loan Agreement as Guarantors in accordance with the terms thereof, each a “Guarantor”, and collectively, the “Guarantors”), the financial institutions named therein or which hereafter become a party thereto as lenders (the “Lenders”), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the Loan Agreement;

WHEREAS, pursuant to the Loan Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each Lender, security interests in and liens upon substantially all of each Grantor’s assets, including without limitation all of each Grantor’s intellectual property and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired during the term of the Loan Agreement; and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Agent’s security interests in and liens upon the Intellectual Property Collateral (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Loan Agreement or any other Loan Document, to secure the prompt payment and performance of all Obligations to Agent and the other Lenders, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each of the other Lenders, a continuing security interest in and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor directly attributable to the Intellectual Property Collateral, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and all rights to sue and recover at law or in equity held by any Grantor for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall not impair any Grantor's right to use its Intellectual Property Collateral in its ordinary course of business and shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been indefeasibly paid and performed in full (other than contingent indemnification and reimbursement obligations in respect of which no claim for payment has yet been asserted by the Person entitled thereto) and all commitments under the Loan Agreement have been terminated.

Section 2. Loan Agreement. The security interests and liens granted pursuant to this Agreement are granted in accordance with, and in no way limit, the security interests and liens granted to Agent pursuant to the Loan Agreement and/or any of the other Loan Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there exists a conflict between the terms and provisions of the Loan Agreement and the terms and provisions of this Agreement, the terms and provisions of the Loan Agreement shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder and that the Agent shall not interfere with or impair such Grantor's exercise of such responsibility, except as expressly authorized by this Agreement or any other Loan Document or as required by applicable law.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of the financial statements required pursuant to Section 6.6(e) of the Loan Agreement following acquisition of such new Intellectual Property Collateral, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each of the other Lenders, to secure the Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly (but in any event within ten Business Days of such acquisition) execute and deliver a Supplement to Agent pursuant to this Section 5, each Grantor hereby authorizes Agent, acting

under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to each of the other Lenders that Schedule 1 sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Agent under the Loan Agreement or any of the other Loan Documents or otherwise available to Agent as a secured creditor at law or in equity, Agent may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Loan Agreement or any other Loan Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) in the event Grantor fails to comply with the requirements of Section 5 herein and does not remedy such defect within ten (10) days of written notice from Agent, to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Loan Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations have been indefeasibly paid and performed in full (other than contingent indemnification and reimbursement obligations in respect of which no claim for payment has yet been asserted by the Person entitled thereto) and the Loan Agreement has been terminated.

Section 9. Miscellaneous. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with

Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 11.2 of the Loan Agreement {Expenses and Attorneys' Fees}, Section 11.3 of the Loan Agreement {Indemnity}, Section 11.4 of the Loan Agreement {Amendments and Waivers}, Section 11.5 of the Loan Agreement {Notices}, Section 11.13 of the Loan Agreement {Governing Law}, Section 11.17 of the Loan Agreement {Waiver of Jury Trial}, and Section 11.19 of the Loan Agreement {Counterparts; Effectiveness}, are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

Section 10. Counterparts. This Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Agreement will be as effective as delivery of a manually executed counterpart of the Agreement.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

APPLAUSE GROUP LLC

By: Dylan Adelman
Name: Dylan Adelman
Title: Authorized Signatory

APPLAUSE GROUP, INC.

By: Dylan Adelman
Name: Dylan Adelman
Title: Authorized Signatory

DIABETES APP LLC

By: Dylan Adelman
Name: Dylan Adelman
Title: Authorized Signatory

BLOOD PRESSURE APP LLC

By: Dylan Adelman
Name: Dylan Adelman
Title: Authorized Signatory

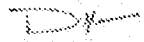
MASS TEXT LLC

By: Dylan Adelman
Name: Dylan Adelman
Title: Authorized Signatory


[Signature Page to Intellectual Property Security Agreement]

[Signatures Continued from Previous Page]


ROBOCALL HOLDINGS LLC

By: 
Name: Dylan Adelman
Title: Authorized Signatory


TEXT TO SPEECH APP LLC

By: 
Name: Dylan Adelman
Title: Authorized Signatory

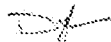
TEXT TO SPEECH READER LLC

By: 
Name: Dylan Adelman
Title: Authorized Signatory

TELEPHONE SCIENCE CORPORATION

By: 
Name: Dylan Adelman
Title: Authorized Signatory

VOICE DREAM LLC

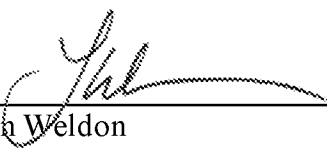
By: 
Name: Dylan Adelman
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

[Signatures Continued from Previous Page]

ACCEPTED AND AGREED
as of the date first above written:

METROPOLITAN PARTNERS GROUP ADMINISTRATION LLC,
as Agent

By:  _____

Name: Julian Weldon

Title: Authorized Person

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 065590 FRAME: 0467

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

1. Patents and Patent Applications:

Name	Owner	Patent Number (App. No.)	Issued Date (App. Date)
Call screening connection	Telephone Science Corporation	10278037	04/30/2019

2. Trademarks and Trademark Applications:

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)
NOMOROBO	Telephone Science Corporation	6959921	01/24/2023

3. Copyrights and Copyright Applications:

None.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Supplement”) made as of this __ day of _____, 20__, [[____]] (“[]”) and any other Person that may hereafter become a party to this Agreement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, “Grantors” and each a “Grantor”), in favor of METROPOLITAN PARTNERS GROUP ADMINISTRATION LLC, in its capacity as “Agent” under the Loan Agreement (in such capacity, together with its successors and assigns, the “Agent”):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement, dated as of November 16, 2023 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “IP Security Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Agent and each of the other Lenders, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each of the other Lenders, a continuing security interest in and to and lien upon all of such Grantor’s right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Agent a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Loan Agreement or any of the other Loan Documents, to secure the prompt payment and performance of all Obligations to Agent and each of the other Lenders, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each of the other Lenders, a continuing security interest in and to and lien upon all of such Grantor’s right, title and interest in,

to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Representations and Warranties. Each Grantor hereby represents and warrants to Agent and to each of the other Lenders that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

[_____]

By: _____

Name: _____

Title: _____

[Signatures Continued from Previous Page]

ACCEPTED AND AGREED

as of the date first above written:

METROPOLITAN PARTNERS GROUP ADMINISTRATION LLC, as Agent

By: _____

Name: _____

Title: _____

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____