

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8292270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DELOS LIVING LLC	11/22/2023
INTERNATIONAL WELL BUILDING INSTITUTE PBC	11/22/2023
RECEIVING PARTY DATA	
Name:	SERENGETI ASSET MANAGEMENT, LP, AS AGENT
Street Address:	632 BROADWAY, 9TH FLOOR, SUITE 901
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10012
PROPERTY NUMBERS Total: 35	
Property Type	Number
Application Number:	14012444
Application Number:	15421022
Application Number:	13863589
Application Number:	29628153
Application Number:	15249184
Application Number:	14805243
Application Number:	17762835
Application Number:	17138190
Application Number:	15543114
Application Number:	16327650
Application Number:	29725031
Application Number:	17276097
Application Number:	17442460
Application Number:	29628142
Application Number:	16639217
Application Number:	16701244
Application Number:	17442916
Application Number:	29628130
Application Number:	15121953

Property Type	Number
Application Number:	29528147
Application Number:	15187317
Application Number:	15421046
Application Number:	16444877
Application Number:	17022262
Application Number:	17433016
Application Number:	15576223
Application Number:	17060975
Application Number:	17719616
Application Number:	15409233
Application Number:	14486753
Application Number:	12900158
Application Number:	16564803
Application Number:	29628143
Application Number:	18196747
Application Number:	18114053

CORRESPONDENCE DATA

Fax Number: (415)947-2099

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: 4159472169

Email: qluflood@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI, P.C.

Address Line 1: ONE MARKET PLAZA, SPEAR TOWER, SUITE 330

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	61100.000
NAME OF SUBMITTER:	QUI LU FLOOD
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	11/22/2023

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 22nd day of November 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SERENGETI ASSET MANAGEMENT, LP in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of November 22, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among DELOS LIVING LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of November 22, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Liabilities, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, in each case, to the extent constituting Collateral, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License;

provided that the Patent Collateral shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Liabilities, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Liabilities and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY


AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE,
MUTATIS MUTANDIS.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DELOS LIVING LLC

By: 
NName: Paul Scialla
TTitle: Chief Executive Officer

**INTERNATIONAL WELL BUILDING
INSTITUTE PBC**

By: 
NName: Paul Scialla
TTitle: VVice Chairman

ACCEPTED AND ACKNOWLEDGED BY:

SERENGETI ASSET MANAGEMENT, LP

AGENT:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DELOS LIVING LLC

By: _____
Name: _____
Title: _____

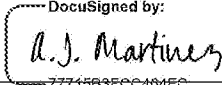
**INTERNATIONAL WELL BUILDING INSTITUTE
PBC**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

SERENGETI ASSET MANAGEMENT, LP

DocuSigned by:
By:  _____
Name: A.J. Martinez
Title: Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Delos Living LLC	SYSTEMS, METHODS AND ARTICLES FOR ENHANCING WELLNESS ASSOCIATED WITH HABITABLE ENVIRONMENTS	14012444	08/28/2013	9715242	07/25/2017
Delos Living LLC	SYSTEMS, METHODS AND ARTICLES FOR ENHANCING WELLNESS ASSOCIATED WITH HABITABLE ENVIRONMENTS	15421022	01/31/2017	10845829	11/24/2020
Delos Living LLC	LED LIGHTING SYSTEM	13863589	04/16/2013	8836243	09/16/2014
Delos Living LLC	Display Screen Or Portion Thereof With Animated Graphical User Interface	29628153	12/01/2017	D886137	06/02/2020
Delos Living LLC	METHODS FOR ENHANCING WELLNESS ASSOCIATED WITH HABITABLE ENVIRONMENTS	15249184	08/26/2016	10599116	03/24/2020
Delos Living LLC	LED LIGHTING SYSTEM	14805243	07/21/2015	9392665	07/12/2016
Delos Living LLC	SYSTEMS AND METHODS FOR ENHANCING SLEEP PATTERNS	17762835	03/23/2022	-	-
Delos Living LLC	METHODS OF OPERATING A WELLNESS MONITORING SYSTEM	17138190	12/30/2020	-	-
Delos Living LLC	SYSTEMS, METHODS AND ARTICLES FOR MONITORING AND ENHANCING HUMAN WELLNESS	15543114	07/12/2017	10923226	02/16/2021
Delos Living LLC	Systems, Methods And Articles For Enhancing Wellness Associated With Habitable Environments	16327650	02/22/2019	11338107	05/24/2022
Delos Living LLC	Display Screen Or Portion Thereof With Graphical User Interface	29725031	02/21/2020	D918231	05/04/2021
Delos Living LLC	SYSTEMS AND METHODS FOR AIR REMEDIATION	17276097	03/12/2021	11649977	05/16/2023

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Delos Living LLC	SYSTEMS AND METHODS FOR LIGHTING MONITORING	17442460	09/23/2021	-	-
Delos Living LLC	Display Screen Or Portion Thereof With Graphical User Interface	29628142	12/01/2017	D859460	09/10/2019
Delos Living LLC	SYSTEMS, METHODS AND ARTICLES FOR ASSESSING AND/OR IMPROVING HEALTH AND WELL-BEING	16639217	02/14/2020	11668481	06/06/2023
Delos Living LLC	SYSTEMS, METHODS AND ARTICLES FOR ENHANCING WELLNESS ASSOCIATED WITH HABITABLE ENVIRONMENTS	16701244	12/03/2019	11763401	09/19/2023
Delos Living LLC	SYSTEMS AND METHODS FOR ACOUSTIC MONITORING	17442916	09/24/2021	-	-
Delos Living LLC	Display Screen Or Portion Thereof With Graphical User Interface	29628130	12/01/2017	D862494	10/08/2019
Delos Living LLC	SYSTEMS AND ARTICLES FOR ENHANCING WELLNESS ASSOCIATED WITH HABITABLE ENVIRONMENTS	15121953	08/26/2016	10712722	07/14/2020
Delos Living LLC	GREEN WALL FRAME	29528147	05/26/2015	D761598	07/19/2016
Delos Living LLC	LED LIGHTING SYSTEM	15187317	06/20/2016	9642209	05/02/2017
Delos Living LLC	LED LIGHTING SYSTEM	15421046	01/31/2017	10477640	11/12/2019
Delos Living LLC	Systems And Methods For Enhancing Wellness Associated With Habitable Environments	16444877	06/18/2019	10928842	02/23/2021
Delos Living LLC	LED LIGHTING SYSTEM	17022262	09/16/2020	11109466	08/31/2021
Delos Living LLC	METHOD AND APPARATUS FOR LIGHTING IN AN OFFICE ENVIRONMENT	17433016	08/23/2021	-	-
Delos Living LLC	GREEN WALL MODULAR SYSTEM	15576223	11/21/2017	11089740	08/17/2021
Delos Living LLC	Systems, Methods And Articles For Enhancing Wellness Associated With Habitable Environments	17060975	10/01/2020	11587673	02/21/2023

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Delos Living LLC	Systems, Methods And Articles For Enhancing Wellness Associated With Habitable Environments	17719616	04/13/2022	-	-
Delos Living LLC	SYSTEMS, METHODS AND ARTICLES FOR ENHANCING WELLNESS ASSOCIATED WITH HABITABLE ENVIRONMENTS	15409233	01/18/2017	10691148	06/23/2020
Delos Living LLC	LED LIGHTING SYSTEM	14486753	09/15/2014	9125257	09/01/2015
Delos Living LLC	LED LIGHTING SYSTEM	12900158	10/07/2010	8436556	05/07/2013
Delos Living LLC	LED LIGHTING SYSTEM AND METHOD THEREFOR	16564803	09/09/2019	10952297	03/16/2021
		29628143	12/01/2017	-	-
Delos Living LLC	SYSTEMS AND METHODS FOR AIR REMEDIATION	18196747	05/12/2023	-	-
International WELL Building Institute PBC	Method, System and Apparatus for Determining a Recommendation	18114053	02/24/2023	-	-

Patent Licenses

None.