

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8300953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JAMMIT, INC.	11/22/2023
SCOTT HUMPHREY	11/22/2023
RECEIVING PARTY DATA	
Name:	SHIRLEY HUMPHREY
Street Address:	339 GRANT CRESCENT
City:	WATERLOO
State/Country:	CANADA
Postal Code:	N2K 2A3
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	17747853
Application Number:	17684194
Patent Number:	11361671
Application Number:	17342987
Patent Number:	11282486
Patent Number:	11081019
Patent Number:	11004435
Patent Number:	10789924
Patent Number:	10679515
Patent Number:	10192460
Patent Number:	10170017
Patent Number:	9959779
Patent Number:	9857934
Patent Number:	9761151
Patent Number:	9626877
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: 703-525-5110
Email: tax@flottco.com
Correspondent Name: KYLE GLICKSON
Address Line 1: FLOTT & CO., P.C.
Address Line 2: 2200 WILSON BLVD, STE 320
Address Line 4: ARLINGTON, VIRGINIA 22201

NAME OF SUBMITTER:	KYLE GLICKSON
SIGNATURE:	/s/ Kyle Glickson
DATE SIGNED:	11/29/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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SECURITY AGREEMENT (All Assets)

As of November 22, 2023, for value received the good and sufficiency is hereby acknowledged, and in consideration of the Lender agreeing to delay for a period of one year from the date hereof the enforcement of collections pursuant to the terms of the Loan Documents absent an Event of Default, as defined herein and occurring hereafter, Jammit, Inc., a Delaware corporation ("Debtor") does and hereby grants Barry Humphrey, an Ontario Canada individual (hereinafter "Lender"), a continuing security interest in the Collateral, defined below, to secure payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future indebtedness ("Indebtedness") to Lender of Debtor, including but not limited to Indebtedness arising under or in connection with Debtor's obligations to Lender under (i) the Promissory Note dated January 9, 2015, as amended and/or restated (the "January 2015 Note"), executed and delivered by Debtor to Lender in the principal amount of Four Hundred Sixty-Five Thousand and 00/100 (\$465,000.00) Dollars, (ii) the Promissory Note dated September 17, 2018, as amended and/or restated (the "January 2021 Note"), executed and delivered by Debtor to Lender in the principal amount of Four Hundred Eighty-Five Thousand Twenty-Three and 00/100 (\$485,023.00) Dollars and (iii) the Promissory Note (the "Other Advances Note"), executed and delivered by Debtor to Lender in the principal amount of One Million One Hundred Nine Thousand Two Hundred Seventy-two and 40/100 1,109,272.40) Dollars, or under any documents or instruments executed and delivered by Debtor to Lender pursuant thereto (as the same may be amended or modified from time to time, the "Loan Documents"). Indebtedness includes without limit any and all obligations or liabilities of Debtor to Lender, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown arising under or in connection with the Loan Documents; any and all obligations or liabilities for which Debtor would otherwise be liable to the Lender under the Loan Documents were it not for the invalidity or unenforceability of them by reason of any bankruptcy, insolvency or other law, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; all costs incurred by Lender in establishing, determining, continuing, or defending the validity or priority of its security interest, or in pursuing its rights and remedies under this Agreement or under any other agreement between Lender and Debtor or in connection with any proceeding involving Lender as a result of any financial accommodation to Debtor; and all other costs of collecting the Indebtedness, including without limit reasonable attorney fees.

1. **Collateral** shall mean all of the following property Debtor now or later owns or has an interest in, wherever located:

1.1 All Accounts (for purposes of this Agreement, "Accounts" means all of the Debtor's accounts, as such term is defined in the UCC, including each and every right of the Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property, out of a rendering of services, out of a loan, out of the overpayment of taxes or other liabilities, or otherwise arises under any contract or agreement, whether such right to payment is created, generated or earned by the Debtor or by some other person who subsequently transfers such person's interest to the Debtor, whether such right to payment is or is not already earned by

performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all Liens) which the Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any property of such account debtor or other obligor; all including but not limited to all present and future accounts, contract rights, loans and obligations receivable, chattel papers, bonds, notes and other debt instruments, tax refunds and rights to payment in the nature of general intangibles.);

1.2 All Inventory (for purposes of this Agreement "Inventory" means all of the Debtor's inventory, as such term is defined in the UCC, whether now owned or hereafter acquired, whether consisting of whole goods, spare parts or components, supplies or materials, whether acquired, held or furnished for sale, for lease or under service contracts or for manufacture or processing, and wherever located;

1.3 All Equipment (for purposes of this Agreement "Equipment" means all of the Debtor's equipment, as such term is defined in the UCC, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, shop equipment, office and recordkeeping equipment, parts, tools, and supplies;

1.4 All General Intangibles (for purposes of this Agreement "General Intangibles" means all of the Debtor's general intangibles, as such term is defined in the UCC, whether now owned or hereafter acquired, including all present and future Intellectual Property Rights, customer or supplier lists and contracts, manuals, operating instructions, permits, franchises, the right to use the Debtor's name, and the goodwill of the Debtor's business). For purposes of this Agreement "Intellectual Property Rights" means all actual or prospective rights arising in connection with any intellectual property or other proprietary rights, including all rights arising in connection with copyrights, patents, service marks, trade dress, trade secrets, trademarks, trade names or mask works, including but not limited to all digital assets, web domains, software or programs, previously recorded songs including any related "stems" or isolated tracks.

1.5 All goods, instruments, documents, policies and certificates of insurance, deposits, money, investment property or other property, which are now or later in possession or control of Lender, or as to which Lender now or later controls possession by documents or otherwise, and

1.6 All additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Debtor.

2. **Warranties, Covenants and Agreements.** Debtor warrants, covenants and agrees as follows:

2.1 Debtor will keep the Collateral free at all time from all claims, liens, security interests and encumbrances other than those in favor of Lender and those preexisting liens made known to the Lender from the Debtor prior the effective date hereof ("Permitted Liens"). Debtor will not, without the prior written consent of Lender, sell, transfer or lease, or permit to be sold, transferred or leased, any or all of the Collateral, except in the ordinary course of its business and will not return any Inventory to its supplier.

2.2 Debtor will pay within the time that they can be paid without interest or penalty all taxes, assessments and similar charges which at any time are or may become a lien, charge, or encumbrance upon any Collateral, except to the extent contested in good faith and bonded in a manner satisfactory to Lender. If Debtor fails to pay any of these taxes, assessments, or other charges in the time provided above, Lender has the option (but not the obligation) to do so and Debtor agrees to repay all amounts so expended by Lender immediately upon demand, together with interest at the highest lawful default rate which could be charged by Lender on any Indebtedness.

2.3 Lender may assign any of the Indebtedness and deliver any or all of the Collateral to its assignees, who then shall have with respect to Collateral so delivered all the rights and powers of Lender under this Agreement, and after that Lender shall be fully discharged from all liability and responsibility with respect to Collateral so delivered.

3. Defaults, Enforcement and Application of Proceeds

3.1 Upon the occurrence of any of the following events (each an "Event of Default"), Debtor shall be in default under this Agreement:

- (i) Any failure to pay the Indebtedness or any other indebtedness when due, or such portion of it as may be due, by acceleration or otherwise; or
- (ii) Any failure or neglect to comply with, or breach of or default under, any term of this Agreement, or any other agreement or commitment between Debtor and Lender including but not limited to the Loan Documents; or
- (iii) Any loss, theft, substantial damage or destruction to or of any Collateral, or the issuance or filing of any attachment, levy, garnishment or the commencement of any proceeding in connection with any collateral or of any other judicial process of, upon or in respect of Debtor or any Collateral; or
- (iv) Sale or other disposition by Debtor of any substantial portion of its assets or property or death, dissolution, termination of existence, merger, consolidation, insolvency, business failure, or assignment for the benefit of creditors of or by Debtor or commencement of any proceedings under any state or federal bankruptcy or insolvency laws or laws for the relief of debtors by or against Debtor or the appointment of a receiver, trustee,

court appointee, sequestrator or otherwise, for all or any part of the property of Debtor; or

- (v) Lender deems the margin of Collateral insufficient or itself insecure, in good faith believing that the prospect of payment of the Indebtedness or performance of this Agreement is impaired or shall fear deterioration, removal, or waste of Collateral.

4.2 Upon the occurrence of any Event of Default, Lender may at its discretion and without prior notice to Debtor declare any or all of the Indebtedness to be immediately due and payable, and shall have and may exercise any one or more of the following rights and remedies:

- (i) Exercise all the rights and remedies upon default, in foreclosure and otherwise, available to secured parties under the provisions of the Uniform Commercial Code and other applicable law;
- (ii) Institute legal proceedings to foreclose upon the lien and security interest granted by this Agreement, to recover judgment for all amounts then due and owing as Indebtedness, and to collect the same out of any Collateral or the proceeds of any sale of it;
- (iii) Institute legal proceedings for the sale, under the judgment or decree of any court of competent jurisdiction, of any or all Collateral; and/or
- (iv) Personally or by agents, attorneys, or appointment of a receiver, enter upon any premises where Collateral may then be located, and take possession of all or any of it and/or render it unusable; and without being responsible for loss or damage to such Collateral, hold, operate, sell, lease, or dispose of all or any Collateral at one or more public or private sales, leasings or other disposition, at places and times and on terms and conditions as Lender may deem fit, without any previous demand or advertisement.

At any sale pursuant to this Section 4.2, whether under the power of sale, by virtue of judicial proceedings or otherwise, it shall not be necessary for Lender or a public officer under order of a court to have present physical or constructive possession of Collateral to be sold. The recitals contained in any conveyances and receipts made and given by Lender or the public officer to any purchaser at any sale made pursuant to this Agreement shall, to the extent permitted by applicable law, conclusively establish the truth and accuracy of the matters stated (including, without limit, as to the amounts of the principal of and interest on the Indebtedness, the accrual and nonpayment of it and advertisement and conduct of the sale); and all prerequisites to the sale shall be presumed to have been satisfied and performed.

4.3 The proceeds of any sale or other disposition of Collateral authorized by this Agreement shall be applied by Lender first upon all expenses authorized by the Uniform Commercial Code and all reasonable attorney fees and legal expenses incurred by Lender; the

balance of the proceeds of the sale or other disposition shall be applied in the payment of the Indebtedness, first to interest, then to principal, then to remaining Indebtedness and the surplus, if any, shall be paid over to Debtor or to such other person(s) as may be entitled to it under applicable law. Debtor shall remain liable for any deficiency, which it shall pay to Lender immediately upon demand.

4.5 Nothing in this Agreement is intended, nor shall it be construed, to preclude Lender from pursuing any other remedy provided by law for the collection of the Indebtedness or for the recovery of any other sum to which Lender may be entitled for the breach of this Agreement by Debtor. Nothing in this Agreement shall reduce or release in any way any rights or security interests of Lender contained in any existing agreement between Debtor and Lender.

4.6 No waiver of default or consent to any act by Debtor shall be effective unless in writing and signed by an authorized officer of Lender. No waiver of any default or forbearance on the part of Lender in enforcing any of its rights under this Agreement shall operate as a waiver of any other default or of the same default on a future occasion or of any rights.

5. Miscellaneous.

5.1 Lender will give Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is to be made. In the event that applicable law shall obligate Lender to give prior notice to Debtor of any action to be taken under this Agreement, Debtor agrees that a written notice given to Debtor at least five days before the date of the act shall be reasonable notice of the act and, specifically, reasonable notification of the time and place of any public sale or of the time after which any private sale, lease, or other disposition is to be made, unless a shorter notice period is reasonable under the circumstances. A notice shall be deemed to be given under this Agreement when delivered to Debtor or when placed in an envelope addressed to Debtor and deposited, with postage prepaid, in a post office or official depository under the exclusive care and custody of the United States Postal Service or delivered to an overnight courier. The mailing shall be by overnight courier, certified, or first-class mail with a copy by electronic mail.

5.2 This Agreement and all the rights and remedies of Lender under this Agreement shall inure to the benefit of Lender's successors and assigns and to any other holder who derives from Lender title to or an interest in the Indebtedness or any portion of it, and shall bind Debtor and the heirs, legal representatives, successors, and assigns of Debtor.

5.3 Except as otherwise provided in this Agreement, all terms in this Agreement have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the "Uniform Commercial Code" as adopted by the State of Delaware.

5.4 No single or partial exercise, or delay in the exercise, of any right or power under this Agreement, shall preclude other or further exercise of the rights and powers under this Agreement. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. This Agreement constitutes the entire

agreement of Debtor and Lender with respect to the subject matter of this Agreement. No amendment or modification of this Agreement shall be effective unless the same shall be in writing and signed by Debtor and an authorized officer of Lender. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of laws principles.

5.5 A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement under the Uniform Commercial Code and may be filed by Lender in any filing office.

5.6 This Agreement shall be terminated only by the filing of a termination statement in accordance with the applicable provisions of the Uniform Commercial Code.

IN WITNESS WHEREOF, Debtor has hereunto set our hands on the day and year first written above.

“DEBTOR”:

Jammit, Inc., a
Delaware corporation

Scott Humphrey
By: Scott Humphrey (Nov 22, 2023 13:49 PST)
Scott Humphrey, President

Dated: November 22, 2023






Security Agreement - Barry

Final Audit Report

2023-11-22

Created:	2023-11-22
By:	Jeremy Cnudde (jeremy@cnuddelaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYLGn2AjHIQe41NFMnlJVmbtXldJBMFNY

"Security Agreement - Barry" History

-  Document created by Jeremy Cnudde (jeremy@cnuddelaw.com)
2023-11-22 - 9:37:58 PM GMT- IP address: 71.74.106.76
-  Document emailed to Scott Humphrey (thelocalbutcher@gmail.com) for signature
2023-11-22 - 9:38:02 PM GMT
-  Email viewed by Scott Humphrey (thelocalbutcher@gmail.com)
2023-11-22 - 9:38:10 PM GMT- IP address: 66.249.84.68
-  Document e-signed by Scott Humphrey (thelocalbutcher@gmail.com)
Signature Date: 2023-11-22 - 9:49:13 PM GMT - Time Source: server- IP address: 75.221.233.72
-  Agreement completed.
2023-11-22 - 9:49:13 PM GMT