

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8303937

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	ZERO ASIC CORPORATION	11/21/2023
RECEIVING PARTY DATA		
Name:	ASTROLINK INTERNATIONAL LLC	
Street Address:	6801 ROCKLEDGE DRVIE	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20817	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8531943
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:	7043778156	
Email:	jcarusone@robinsonbradshaw.com	
Correspondent Name:	JENNIFER CARUSONE	
Address Line 1:	101 N. TRYON STREET, SUITE 1900	
Address Line 2:	ROBINSON, BRADSHAW & HINSON, P.A.	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28246	
NAME OF SUBMITTER:	JENNIFER CARUSONE	
SIGNATURE:	/Jennifer Carusone/	
DATE SIGNED:	11/30/2023	
Total Attachments: 6		
source=Lockheed Martin - Zero ASIC Corporation - IP Security Agreement [Executed] #page1.tif		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*"), dated as of November 21, 2023, is made by and between Zero ASIC Corporation, a Delaware corporation (the "*Grantor*") in favor of Astrolink International LLC, a Delaware limited liability company (the "*Lender*").

WHEREAS, the Grantor has entered into a Senior Secured Convertible Promissory Note dated as of November 21, 2023 (the "*Note*"), with the Lender;

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, Grantor has executed and delivered to the Lender that certain Security Agreement dated as of November 21, 2023, made by and between the Grantor and the Lender (the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, for the benefit of the Lender, a security interest in, among other property, certain intellectual property of the 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 and the United States Copyright 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 the Lender a security interest in and to all of the 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) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, and applications, and copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

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

(e) 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

(f) 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.

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

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 the Lender with respect to the IP Collateral are as provided by the Note, 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, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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 all actions arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions of the State of Delaware or of any other state. The competent courts and tribunals situated in the State of Delaware shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to this IP Security Agreement.

[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.

ZERO ASIC CORPORATION

By: _____

Name: Andreas Olofsson

Title: President

DocuSigned by:

Andreas Olofsson

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AGREED TO AND ACCEPTED:

ASTROLINK INTERNATIONAL LLC

By: _____

Name: JC Moran

Title: VP/GM LM Ventures

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.

ZERO ASIC CORPORATION

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

ASTROLINK INTERNATIONAL LLC

By:  _____
Name: JC Moran
Title: VP/GM LM Ventures

SCHEDULES

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
MESH NETWORK	US	US8531943B2	09/10/2013	Adapteva Incorporated

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]

SCHEDULE 2

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]

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SCHEDULE 3

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date