508297072 12/21/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8344263

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HABER TECHNOLOGIES, INC.	11/14/2023

RECEIVING PARTY DATA

Name:	BURR OAKS INVESTMENTS, LC	
Street Address:	1588 BURR OAKS DRIVE	
City:	WEST DES MOINES	
State/Country:	IOWA	
Postal Code:	50266	

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	18215102
Patent Number:	11465833
Patent Number:	11314213

CORRESPONDENCE DATA

Fax Number: (515)558-7790

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: 515-558-0200

Email: emarty@zarleyconley.com
Correspondent Name: ZARLEYCONLEY PLC

Address Line 1: 580 MARKET STREET, SUITE 101
Address Line 4: WEST DES MOINES, IOWA 50266

ATTORNEY DOCKET NUMBER:	G0185	
NAME OF SUBMITTER:	JOSHUA J. CONLEY	
SIGNATURE:	/Joshua J. Conley/	
DATE SIGNED:	12/21/2023	

Total Attachments: 12

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> PATENT REEL: 065930 FRAME: 0562

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PATENT REEL: 065930 FRAME: 0563

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Agreement") is effective November 13, 2023 (the "Effective Date") and is executed by and among Haber Technologies, Inc. ("Company"), and Rupe DAYS INVESTMENT, LC ("Lender"). Company and Lender are each a "Party" and together, the "Parties".
WHEREAS, Lender desires to make and company desires to obtain a Secured Loan evidenced by a Secured Promissory Note dated
NOW, THEREFORE , in consideration of the Note and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:
1. <u>Grant of Security</u> . Company hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Company in, to, and under all intellectual property owned by the Company, including the following (collectively, 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 registerability of such applications or the validity or enforceability of registrations issuing from such applications;
(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");
 (d) all rights of any kind whatsoever of Company 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 claim sand causes of action with respect to any of the foregoing, whether occurring before, on, or after the Effective Date, 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.

2. <u>Secured Obligations</u>. This IP Security Agreement secures the due and prompt payment and performance of the Note and the debt evidenced thereby.

3. Perfection of Security Interest and Further Assurances.

- (a) Company hereby irrevocably authorizes Lender at any time and from time to time to file in any relevant jurisdiction any record or document necessary to perfect, continue, amend, or terminate its security interest in the IP Collateral, including, but not limited to, any financing statements and amendments authorized to be filed under the UCC, without signature of Company where permitted by law, including the filing of a financing statement describing the IP Collateral generally. Company agrees to provide all information required for any records or documents permitted to be filed pursuant to this Section upon request from Lender.
- (b) Company hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, any successor office, and any other government office or officials in any jurisdiction throughout the world to record and register this IP Security Agreement upon request by the Lender.
- (c) Company agrees that at an time and from time to time upon reasonable request, Company will execute and deliver further instruments and documents, obtain agreements from third parties, and take all further necessary action in order to create and/or maintain the validity, perfection, or priority of, and protect any security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the IP Collateral.
- 4. <u>Change in Company</u>. Company hereby agrees to notify Lender at least 10 business days prior to any of the following actions: (a) change in the location of Company's place of business; (b) change in company's name; (c) change in company's type of organization; (d) change in Company's jurisdiction of organization; and (e) change in Company's corporate structure.
- 5. <u>Preservation of IP Collateral</u>. Company shall preserve the IP Collateral, including maintaining registrations for the IP Collateral, in accordance with established business practices. Company shall have no requirement to maintain the IP Collateral if the Company would not maintain such IP Collateral under normal circumstances. In the event Company would like to sell, assign, license, or otherwise transfer any of the IP Collateral, company shall provide Lender with at least 10 days prior notice of such sale, assignment, license, or transfer.

- 6. <u>Disclaimer</u>. COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CONCERNING THE VALIDITY, ENFORCEABILITY, AND SCOPE OF THE IP COLLATERAL, AND NON-INFRINGEMENT.
- 7. Remedies Upon Default. If any event of default shall occur under the Loan Documents which requires Lender to perform under the Note, the Lender may take possession of, transfer, sell, lease, or otherwise dispose of the IP Collateral at any public or private sale in accordance with the law, and exercise any rights and remedies available to a secured party under law, including, but not limited to, those rights and remedies available to a secured party under Article 9 of the UCC.
- 8. <u>Termination: Release</u>. This IP Security Agreement shall automatically terminate upon the earlier of the following:
 - (i) Upon payment in full of the Note; or
 - (ii) At the Lender's discretion upon determining a material decrease in the risk associated with the business.

Upon such termination, Lender shall execute and deliver to Company one or more releases of Intellectual Property Security Interests and terminations of financing statements which Lender authorizes company to file with the United states Patent and Trademark Office, the United states Copyright Office, any successor office, the Iowa Secretary of State, and any other government office or officials in any jurisdiction throughout the world to release any and all security interests in and to the IP Collateral...

- 9. <u>Successors and Assigns</u>. This IP Security Agreement will be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 10. <u>Acknowledgment</u>. This Agreement was drafted by Dickinson, Mackaman, Tyler & Hagen, P.C. in such firm's capacity as Company's legal counsel. Company advised Lender that Lender may wish to seek advice of independent legal counsel to represent and protect Lender's interests in connection with the execution of this Agreement, and Lender has had the opportunity to do so.
- 11. <u>Miscellaneous</u>. This IP Security Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. No other prior or contemporaneous representations, promises, or agreements between the Parties relating to the subject matter hereof and not embodied herein shall be of any force or effect. This Agreement shall not be modified, except in a writing signed by the Parties. If any provision of this Agreement is held to be invalid, unenforceable, or contrary to public policy, in whole or in part, the remaining provisions shall not be affected by such holding. This IP Security Agreement shall be governed by and construed in accordance with the laws of the State of lowa. If a Party files a suit to enforce any term of this IP Security Agreement, the prevailing party is entitled to recover court costs and reasonable attorneys' fees. This IP Security Agreement may be executed by the Parties in separate

counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

above written.	nicer thereunto duly authorized as of the date first
	Haber Technologies, Inc.
	By: Dillon Hurd Title: President
ACKNOWLEDGMENT	
STATE OF IOWA)	
COUNTY OF Story) ss.)
instrument, who, being duly sworn, did same in his/her/their authorized ca Haber Technologies, Inc free act and deed of Haber Techn in the instrument. DILLON THOMAS Notarial Seal - lowa Commission Number 846134 My Commission Expires Jan 21, 2026	personally known to me (or proved to me on the person whose name is subscribed to the following depose and say that he/she/they executed the pacity as the President of and acknowledged the instrument to be the colories of the uses and purposes mentioned Notary Public Printed Name: Dillon Thomas
My commission expires:	

	Lender Buse Daks / NUESTALLAS, LC
	By: MARK OMAN MEMBER Address for Notices: 1588 Ryre Daics De. WEST DES MONES, JOWA 50266
ACKNOWLEDGMENT	
STATE OF IOWA)
COUNTY OF POLK) ss.)
on the basis of satisfactory evidence) to foregoing instrument who, being duly s	personally known to me (or provided me be the person whose name is subscribed to the sworn, did depose and say that he executed the nt to be his free act and deed for the uses and
JULIE COLLIS Commission Number 769303 My Commission Expires August 18, 2026	Notary Public. Printed Name
My Commission Expires:	

SCHEDULE 1

PATENTS

Issued Patent US 11465833 B2

- · Assembly for saturating a medium with a fluid
- Issue date 11-10-2022
- · Current Assignee: Haber Technologies Inc

Issued Patent US 11314213 B1

- · Autonomous crop drying, conditioning and storage management
- Issue Date: 04-26-2022
- · Current Assignee: Haber Technologies Inc

Patent Pending 18/215,2012 18/215,102

- Framework for monitoring, controlling, reporting, recording and data authentication of grain storage container systems
- Filing Date: 6-28-2023
- · Applicant: Haber Technologies Inc

SCHEDULE 2

TRADEMARKS

HaberMetrics (Serial No. 88/743,541)
WeatherDefense (Serial No. 88/743,605)
HotSpot Defense (Serial No. 88/743,619)
Grain Drying and Aeration logo (Serial No. 88/742,115)
The Future of Grain Drying and Aeration Logo (Serial No. 88/701,451)
Direct Routing Intelligence (Serial No. 88/701,413)
DRI-STACK (Serial No. 88/701,376)

SCHEDULE 3

COPYRIGHTS

Company has no registered copyrights and has no pending applications for registration

01726602-1



United States Patent and Trademark Office

UNITED STATES DEPARTMENT OF COMMERCE United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandra, Virginia 22313-1450
www.uspto.gov

NUMBER

Spyros J. Lazaris 8311 Winsford Avenue Los Angeles, CA 90045

92702

FILING or 371(c) DATE GRP ART UNIT

FIL FEE REC'D

ATTY.DOCKET.NO

TOT CLAIMS IND CLAIMS

18/215,102 06/27/2023 944

00082-40420

27

CONFIRMATION NO. 5551

FILING RECEIPT

Date Mailed: 07/17/2023

Receipt is acknowledged of this non-provisional utility patent application. The application will be taken up for examination in due course. Applicant will be notified as to the results of the examination. Any correspondence concerning the application must include the following identification information: the U.S. APPLICATION NUMBER, FILING DATE, NAME OF FIRST INVENTOR, and TITLE OF INVENTION. Fees transmitted by check or draft are subject to collection.

Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please submit a written request for a corrected Filing Receipt, including a properly marked-up ADS showing the changes with strike-through for deletions and underlining for additions. If you received a "Notice to File Missing Parts" or other Notice requiring a response for this application, please submit any request for correction to this Filing Receipt with your reply to the Notice. When the USPTO processes the reply to the Notice, the USPTO will generate another Filing Receipt incorporating the requested corrections provided that the request is grantable.

Inventor(s)

ERIC G. HARWEGER, AMES, IA; DILLON G. HURD, AMES, IA;

Applicant(s)

HABER TECHNOLOGIES, INC., Ames, IA:

Power of Attorney: The patent practitioners associated with Customer Number 92702

Domestic Priority data as claimed by applicant

This appln claims benefit of 63/355,984 06/27/2022

Foreign Applications for which priority is claimed (You may be eligible to benefit from the Patent Prosecution Highway program at the USPTO. Please see http://www.uspto.gov for more information.) - None. Foreign application information must be provided in an Application Data Sheet in order to constitute a claim to foreign priority. See 37 CFR 1.55 and 1.76.

Permission to Access Application via Priority Document Exchange: Yes

Permission to Access Search Results: Yes

Applicant may provide or rescind an authorization for access using Form PTO/SB/39 or Form PTO/SB/69 as appropriate.

page 1 of 3

If Required, Foreign Filing License Granted: 07/14/2023

The country code and number of your priority application, to be used for filing abroad under the Paris Convention, is **US 18/215,102**

Projected Publication Date: 12/28/2023

Non-Publication Request: No Early Publication Request: No

** SMALL ENTITY **

Title

FRAMEWORK FOR MONITORING, CONTROLLING, REPORTING, RECORDING AND DATA AUTHENTICATION OF GRAIN STORAGE CONTAINER SYSTEMS

Preliminary Class

Statement under 37 CFR 1.55 or 1.78 for AIA (First Inventor to File) Transition Applications: No

PROTECTING YOUR INVENTION OUTSIDE THE UNITED STATES

Since the rights granted by a U.S. patent extend only throughout the territory of the United States and have no effect in a foreign country, an inventor who wishes patent protection in another country must apply for a patent in a specific country or in regional patent offices. Applicants may wish to consider the filing of an international application under the Patent Cooperation Treaty (PCT). An international (PCT) application generally has the same effect as a regular national patent application in each PCT-member country. The PCT process **simplifies** the filing of patent applications on the same invention in member countries, but **does not result** in a grant of "an international patent" and does not eliminate the need of applicants to file additional documents and fees in countries where patent protection is desired.

Almost every country has its own patent law, and a person desiring a patent in a particular country must make an application for patent in that country in accordance with its particular laws. Since the laws of many countries differ in various respects from the patent law of the United States, applicants are advised to seek guidance from specific foreign countries to ensure that patent rights are not lost prematurely.

Applicants also are advised that in the case of inventions made in the United States, the Director of the USPTO must issue a license before applicants can apply for a patent in a foreign country. The filing of a U.S. patent application serves as a request for a foreign filing license. The application's filing receipt contains further information and guidance as to the status of applicant's license for foreign filing.

Applicants may wish to consult the USPTO booklet, "General Information Concerning Patents" (specifically, the section entitled "Treaties and Foreign Patents") for more information on timeframes and deadlines for filing foreign patent applications. The guide is available either by contacting the USPTO Contact Center at 800-786-9199, or it can be viewed on the USPTO website at http://www.uspto.gov/web/offices/pac/doc/general/index.html.

For information on preventing theft of your intellectual property (patents, trademarks and copyrights), you may wish to consult the U.S. Government website, http://www.stopfakes.gov. Part of a Department of Commerce initiative, this website includes self-help "toolkits" giving innovators guidance on how to protect intellectual property in specific countries such as China, Korea and Mexico. For questions regarding patent enforcement issues, applicants may call the U.S. Government hotline at 1-866-999-HALT (1-866-999-4258).

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LICENSE FOR FOREIGN FILING UNDER

Title 35, United States Code, Section 184

Title 37, Code of Federal Regulations, 5.11 & 5.15

GRANTED

The applicant has been granted a license under 35 U.S.C. 184, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" followed by a date appears on this form. Such licenses are issued in all applications where the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 37 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Bureau of Industry and Security, Department of Commerce (15 CFR parts 730-774); the Office of Foreign AssetsControl, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).

SelectUSA

The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit http://www.SelectUSA.gov or call +1-202-482-6800.

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PATENT REEL: 065930 FRAME: 0575

RECORDED: 12/21/2023