

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8401619

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|---|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| LIFECCELL VENTURES COOPERATIEF U.A. | 06/01/2020 |
| RECEIVING PARTY DATA | |
| Name: | NTENT, INC. |
| Street Address: | 1919 GALLOWS ROAD |
| Internal Address: | SUITE 1050 |
| City: | VIENNA |
| State/Country: | VIRGINIA |
| Postal Code: | 22182 |
| PROPERTY NUMBERS Total: 8 | |
| Property Type | Number |
| Patent Number: | 8935253 |
| Patent Number: | 6243713 |
| Patent Number: | 7606810 |
| Patent Number: | 7668825 |
| Patent Number: | 7783668 |
| Patent Number: | 8195666 |
| Patent Number: | 8478758 |
| Patent Number: | 8645379 |
| 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: | (650) 812-1307 |
| Email: | tlohse@manatt.com |
| Correspondent Name: | TIMOTHY LOHSE |
| Address Line 1: | 203 REDWOOD SHORES PARKWAY, SUITE 450 |
| Address Line 4: | REDWOOD CITY, CALIFORNIA 94065 |
| ATTORNEY DOCKET NUMBER: | 69936-030 |
| NAME OF SUBMITTER: | TIMOTHY LOHSE |

| | |
|---|-----------------|
| SIGNATURE: | /Timothy Lohse/ |
| DATE SIGNED: | 01/25/2024 |
| Total Attachments: 14 source=Redacted Executed Mutual Cancellation Release Agreement#page1.tif source=Redacted Executed Mutual Cancellation Release Agreement#page2.tif source=Redacted Executed Mutual Cancellation Release Agreement#page3.tif source=Redacted Executed Mutual Cancellation Release Agreement#page4.tif source=Redacted Executed Mutual Cancellation Release Agreement#page5.tif source=Redacted Executed Mutual Cancellation Release Agreement#page6.tif source=Redacted Executed Mutual Cancellation Release Agreement#page7.tif source=Redacted Executed Mutual Cancellation Release Agreement#page8.tif source=Redacted Executed Mutual Cancellation Release Agreement#page9.tif source=Redacted Executed Mutual Cancellation Release Agreement#page10.tif source=Redacted Executed Mutual Cancellation Release Agreement#page11.tif source=Redacted Executed Mutual Cancellation Release Agreement#page12.tif source=Redacted Executed Mutual Cancellation Release Agreement#page13.tif source=Redacted Executed Mutual Cancellation Release Agreement#page14.tif | |

MUTUAL CANCELLATION and RELEASE AGREEMENT

This Mutual Cancellation and Release Agreement ("Agreement") dated June 1st, 2020 (the "Effective Date") is made by and among Lifecell Ventures Coöperatief U.A., a cooperative with exclusion of liability (*coöperatie met uitgesloten aansprakelijkheid*) incorporated under the laws of the Netherlands, having its registered address at Gustav Mahlerplein 2, (1082 MA) Amsterdam, the Netherlands ("LCV"), and Yaani Digital B.V. (former title: NTENT Netherlands B.V.) a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its registered address at Gustav Mahlerplein 2, (1082 MA) Amsterdam, the Netherlands ("Yaani Digital") on one side,

and

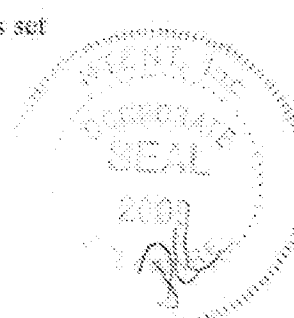
NTENT, Inc., a Delaware corporation with a registered office at 1919 Gallows Road, Suite 1050, Vienna, VA 22182, USA ("NTENT") on the other side.

LCV, Yaani Digital and NTENT may hereinafter be referred to jointly as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, in connection with the SPA, LCV and NTENT entered into a Patent Security Agreement pursuant to which NTENT granted a security interest in certain patents to LCV (the "PSA");

WHEREAS, following various discussions, the Parties have agreed to release each other from certain obligations under the PLA, the SPA and the PSA and to terminate the PSA, all as set below in this Agreement.



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NOW, THEREFORE, the Parties agree as follows:

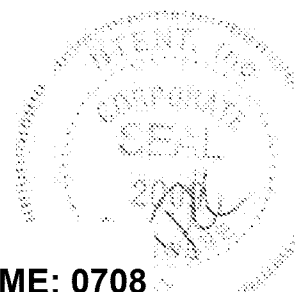
1. Acknowledgements of the Parties.

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2. Release and Termination Terms.

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2.5. The Parties hereby agree that the PSA shall be automatically terminated following thirty-six (36) months from the date of this Agreement. Until then, the PSA shall continue to be in full force and effect. Anytime after the termination of the PSA, NTENT is hereby authorized to prepare, execute on LCV's behalf and submit the documents required to terminate the UCC and other filings LCV has made, subject to the final consent of LCV, which may not unreasonably withheld. NTENT shall bear all charges, costs and expenses (including attorney fees, notarization, shipment etc.) related with the termination thereof.

4. Notices. All notices or other communications under or in connection with this Agreement shall be in writing in English and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), (iii) on the date sent by

facsimile (with confirmation of transmission) or electronic transmission including email (with affirmative confirmation of receipt) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Article 4):

(a) If to LCV, to:
Lifecell Ventures Coöperatief U.A.
Gustav Mahlerplein 2
Amsterdam, North Holland 1082, NL

(b) If to Yaani Digital, to:
Yaani Digital B.V.
Gustav Mahlerplein 2
Amsterdam, North Holland 1082, NL

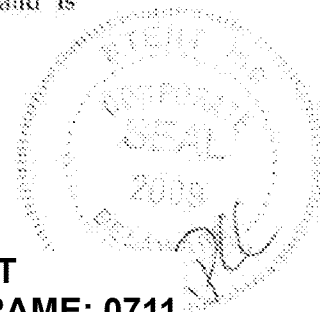
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(c) If to NTENT, to:
Ntent, Inc.
1919 Gallows Road
Suite 1050
Vienna, VA 22182

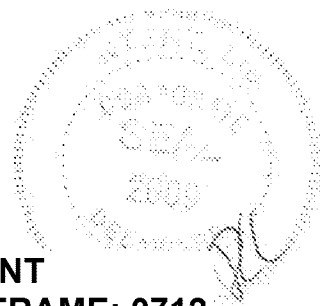
5. Authority. Each Party and each person signing this Agreement on behalf of a Party represents and warrants that the execution and performance of this Agreement by such Party has been duly authorized by all necessary laws, resolutions, and corporate action, and that this Agreement constitutes the valid, binding, and enforceable commitments and obligations of such Party and that the signatories have full power to represent, bind and enter into this Agreement on behalf the relevant Party.
6. Expenses and Attorney's Fees. Each Party shall bear its own attorney's fees and costs and expenses incurred in the negotiation of this Agreement.
7. Entire Agreement.
7.1. This Agreement contains the entire agreement and understanding between the Parties with respect to the termination and release of their obligations as stipulated hereunder, and may not be amended, modified or changed in any manner without the explicit written consent of each Party hereto.

7.2. For the avoidance of any doubt, all provisions of the PLA and the SPA and all other documents executed in connection therewith, which or the consequences of which are not hereby explicitly altered, modified or affected by this Agreement shall continue to be in full force and effect.
8. Prior Review of this Agreement. Each Party acknowledges that this Agreement has been fully negotiated, read, reviewed and understood by each Party. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.



9. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of State of New York, excluding choice of law principles that would require the application of the laws of a jurisdiction other than the State of New York.
10. Dispute Resolution. Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, [may be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA"), which are deemed to be incorporated by reference into this clause. The dispute will be heard by a single arbitrator. If the Parties are unable to agree on an arbitrator within 15 days the either Party may ask the LCIA to appoint one. The arbitrator must have expertise in the matter(s) in dispute and not be a present or former officer, employee, director, consultant for, or a great than 1% shareholder of any Party to the arbitration. The place of arbitration will be the city of London, England. The language of the arbitral proceedings will be English.
11. Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired, or invalidated.
12. Further Assurances. Each Party agrees to execute any additional instruments and take any further actions as may be necessary or be reasonably requested by the other Party in order to consummate and perform this Agreement.
13. Counterparts and Facsimile Signatures
This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[remainder of page intentionally left blank]



IN WITNESS WHEREOF, the Parties have signed this Mutual Cancellation and Release Agreement consisting of eight (8) pages on the date first written above by their duly authorized signatories in three (3) original copies.

For and on behalf of:

Lifecell Ventures Coöperatief U.A.

By:

MURAT ERYAN

For and on behalf of:

Yaani Digital B.V.

By:

Ermen Ermen
ERMEN ERMEN

For and on behalf of:

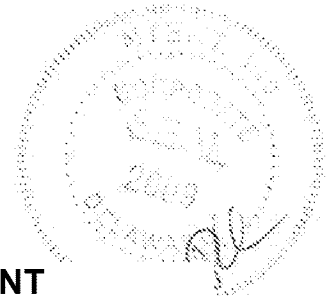
NTENT, Inc.

Patrick C. Condo

By: Patrick C. Condo

Cengiz Karacan

MURAT ERYAN



PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** ("**Patent Security Agreement**"), dated as of May 13, 2019 is made by and between Ntnt, Inc., a Delaware corporation ("**Ntnt**") and in favor of Lifecell Ventures Coöperatief U.A. ("**Lifecell**"), a Netherlands company, (the "**Secured Party**").

WHEREAS, Ntnt has entered into a Perpetual License Agreement dated as of April 9, 2019 with the Ntnt B.V., a Netherlands corporation a wholly owned subsidiary of Lifecell pursuant to which Lifecell makes payment to Ntnt for licensed technology;

WHEREAS, Lifecell wishes to obtain a security interest in certain patents owned by Ntnt as security for this performance of Ntnt of its obligations under the PLA;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the parties agree as follows:

1. Grant of Security. Ntnt hereby pledges and grants to Lifecell a security interest in and to all of the right, title, and interest of Ntnt in, to, and under the following (the "**Patent 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) all rights of any kind whatsoever of Ntnt accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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, 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.

The lien granted herein shall be subordinated to all existing liens of Ntnt under Amended and Restated Security Agreement dated as of October 9, 2015 by and among Ntnt, its subsidiaries located in the United States, and the holders of certain Ntnt Secured Convertible Promissory Notes and the Amended and Restated Security Agreement dated as of April 30, 2018 by and among Ntnt, its subsidiaries located in the United States, and the holder of certain Secured Ntnt Convertible Promissory Notes.

1. Except to the extent expressly permitted in the Patent Security Agreement or the Share Purchase Agreement dated May 13, 2019 or the Perpetual License Agreement dated April 9, 2019, Ntent agrees not to enter into any agreement that is inconsistent with Ntent's obligations or will interfere with Lifecell's rights under the Perpetual License Agreement or the related Stock Purchase Agreement of even date. This Patent Security Agreement and the lien granted herein will terminate ten years after the date of the Perpetual License Agreement and all rights to the Patent Collateral shall revert to Ntent. Upon any such termination, Lifecell shall authenticate and deliver to Ntent such documents as Ntent may reasonably request to evidence such termination. If Lifecell does not timely comply with such request, Ntent is hereby authorized to execute the said documents as Ntent reasonably requires. Upon any transfer of the Patent to Lifecell hereunder, Lifecell shall grant to Ntent, automatically hereby and with no further action, a non-exclusive, royalty-free, sublicenseable, worldwide right and license to make, use, sell, offer to sell, market, import products and services which are covered by the Patent Collateral.

2. Recordation. Ntent authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by Lifecell.

3. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

4. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Patent Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

Ntent, Inc.

By: _____


Name:

Title:

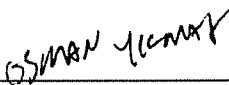
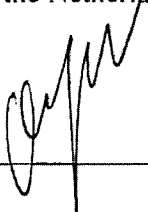
Address for Notices:

AGREED TO AND ACCEPTED:

Lifecell Ventures Coöperatief U.A.

By:  Izet Selvić Demir
Name:

Address for Notices: Gustav Mahlerplein 2,
(1082 MA) Amsterdam, the Netherlands

By:  
Name:

Address for Notices: Gustav Mahlerplein 2,
(1082 MA) Amsterdam, the Netherlands

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

NTENT, Inc

By: 

Name: Patrick C. Condo

Title: Chief Executive Officer

Address for Notices:

AGREED TO AND ACCEPTED:

Lifecell Ventures Cooperatief U.A>

By: _____

Name:

Address for Notices:

By: _____

Name:

Address for Notices:



**SCHEDULE 1
PATENTS**

Patents

| Title | Jurisdiction | Patent Number | Issue Date | Record Owner |
|---|---------------------|----------------------|-------------------|--|
| Multimedia Document Retrieval by Application of Multimedia Queries to a Unified Index of Multimedia Data for a Plurality of Multimedia Data Types | USA | 6243713 | June 5, 2001 | NTENT, Inc. et al. to Fontek Consulting, BVI Charles Anderson, TN Teliasonera AB, Sweden (Security Interest) 10/9/2015 |
| Editorial Related Advertising Content Delivery System | USA | 7606810 | October 20, 2009 | NTENT, Inc. et al. to Fontek Consulting, BVI Charles Anderson, TN Teliasonera AB, Sweden (Security Interest) 10/9/2015 |
| Search System and Method | USA | 7668825 | February 23, 2010 | NTENT, Inc. et al. to Fontek Consulting, BVI Charles Anderson, TN Teliasonera AB, Sweden (Security Interest) 10/9/2015 |
| Search System and Method | USA | 7783668 | August 24, 2010 | NTENT, Inc. et al. to Fontek Consulting, BVI Charles Anderson, TN Teliasonera AB, Sweden (Security Interest) 10/9/2015 |
| Content Management and Delivery System | USA | 8195666 | June 5, 2012 | NTENT, Inc. et al. to Fontek Consulting, BVI Charles Anderson, TN Teliasonera AB, Sweden (Security Interest) 10/9/2015 |

| Title | Jurisdiction | Patent Number | Issue Date | Record Owner |
|---|---------------------|----------------------|-------------------|--|
| Content Management and Delivery System | USA | 8478758 | June 2, 2013 | NTENT, Inc. et al. to Fontek Consulting, BVI Charles Anderson, TN Teliasonera AB, Sweden (Security Interest) 10/9/2015 |
| Conceptual Tagging With Conceptual Message Matching System and Method | USA | 8645379 | February 4, 2014 | NTENT, Inc. et al. to Fontek Consulting, BVI Charles Anderson, TN Teliasonera AB, Sweden (Security Interest) 10/9/2015 |
| Conceptual Tagging with Conceptual Message Matching System and Method | USA | 8935253 | January 13, 2015 | NTENT, Inc. et al. to Fontek Consulting, BVI Charles Anderson, TN Teliasonera AB, Sweden (Security Interest) 10/9/2015 |