508392460 02/16/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI32616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
NEOCERA, LLC	02/15/2024

RECEIVING PARTY DATA

Company Name:	FULTON BANK, N.A.
Street Address:	307 International Circle
Internal Address:	Suite 500
City:	Cockeysville
State/Country:	MARYLAND
Postal Code:	21030

PROPERTY NUMBERS Total: 3

Property Type	Number	
Patent Number:	9651369	
Patent Number:	11733030	
Patent Number:	7557511	

CORRESPONDENCE DATA

Fax Number:

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: 14105764171

Email: mchider@gfrlaw.com
Correspondent Name: Mr. Ned T. Himmelrich

Address Line 1: Suite 700

Address Line 2: 1001 Fleet Street

Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Muriel CHIDER
SIGNATURE:	Muriel CHIDER
DATE SIGNED:	02/16/2024

Total Attachments: 4

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of February 15th, 2024 (this "Agreement"), is made by NEOCERA, LLC, a Delaware limited liability company (the "Grantor"), in favor of FULTON BANK, N.A., a national banking association (the "Secured Party").

RECITALS

The Secured Party has extended one or more credit facilities to the Grantor (individually and collectively, the "Loan") pursuant to the terms and conditions of a certain Business Loan Agreement of even date herewith between the Grantor and the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and as evidenced by one or more promissory notes delivered by Grantor to Secured Party evidencing the repayment of Loan (individually and collectively and as amended, restated, supplemented or otherwise modified from time to time, the "Note"). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Loan Agreement.

WHEREAS, the Grantor is the applicant or registrant for the Patents listed on Schedule I hereto (the "<u>Assigned Patents</u>"), which Assigned Patents are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, to secure the full and punctual observance and performance of all present and future duties, covenants, agreements, and responsibilities due to the Secured Party by the Grantor under the Loan Agreement, the Note, this Agreement, and the other documents, instruments, and agreements delivered by the Grantor to the Secured Party in connection with the Loan (collectively, the "Loan Documents") and all present and future obligations and liabilities of the Grantor to the Secured Party for the payment of money under the Loan Agreement, the Note, this Agreement, and the other Loan Documents (collectively, the "Obligations"), the Grantor is required to execute and deliver this Agreement to pledge, assign, convey, and grant to the Secured Party a continuing security interest in the Patent Collateral (as defined below) as collateral security for all of the Obligations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

- **Section 1. Grant of Security**. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (collectively, the "<u>Patent Collateral</u>"):
- (a) the Assigned Patents, together with all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;
- (b) all rights of any kind whatsoever of the Grantor 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

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- (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, 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.
- **Section 2.** Recordation. The Grantor hereby authorizes the recordation of this Agreement in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office, and any other relevant Governmental Authority upon request by the Secured Party.
- **Section 3.** Credit Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the Patent Collateral are as provided by the Loan Agreement, this Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- Section 4. Authorization to Supplement. The Grantor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any future Patents or Patent Licenses. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Patent Collateral, whether or not listed on Schedule I attached hereto.
- Section 5. Execution and Delivery. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- **Section 6. Successors and Assigns.** This Agreement shall be binding on the Grantor and its successors and assigns and shall inure to the benefit of the Secured Party and its successors and assigns.
- Section 7. Modifications. This Agreement or any provision hereof may not be amended, restated, waived, terminated or otherwise modified except in accordance with the amendment provisions of the Security Agreement.
- Section 8. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE ASSIGNEE AND THE ASSIGNOR HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.

[SIGNATURES APPEAR ON NEXT PAGE]

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Signature page to Patent Security Agreement

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed intending to create an Agreement under Seal as of the date first above written by its duly authorized officer.

WITNESS:

[print name of witness]

NEOCERA, LLC

JERRY WEINGER (Name)

CFO (Title)

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Title	Registration No.	Registered Owner
Method and System for In- Situ Determination of a Chemical Composition of Films During Growth Process	US 9,651,369	Neocera, LLC
Method and Apparatus for Contactless High- Resolution Determination and Control of an Object Position	US 11,733,030	Neocera, LLC
Apparatus & Method Utilizing High Power Density Electron Beam for Generating Pulsed Stream of Ablation Plasma	US 7,557,511	Neocera, LLC (assignee)

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