

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI110020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INNOVAPPTIVE, INC.	03/20/2024
RECEIVING PARTY DATA	
Company Name:	STIFEL BANK
Street Address:	501 North Broadway
City:	Saint Louis
State/Country:	MISSOURI
Postal Code:	63102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15475780
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:	8004945225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Kyle Noreiga
Address Line 1:	1025 Connecticut Ave., NW, STE. 712
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	2304030
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	03/21/2024
Total Attachments: 7	
source=EXECUTED.Stifel - Innovapptive - Intellectual Property Security Agreement (2.2024)#page1.tif	
source=EXECUTED.Stifel - Innovapptive - Intellectual Property Security Agreement (2.2024)#page2.tif	
source=EXECUTED.Stifel - Innovapptive - Intellectual Property Security Agreement (2.2024)#page3.tif	
source=EXECUTED.Stifel - Innovapptive - Intellectual Property Security Agreement (2.2024)#page4.tif	
source=EXECUTED.Stifel - Innovapptive - Intellectual Property Security Agreement (2.2024)#page5.tif	
source=EXECUTED.Stifel - Innovapptive - Intellectual Property Security Agreement (2.2024)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of March 20, 2024, by and between (a) STIFEL BANK, a Missouri state-chartered bank ("Bank"), and (b) INNOVAPPTIVE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor, in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the same date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the Loan Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, the parties hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under each of the following to the extent included in the Collateral and not comprising Excluded Assets (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and copyright protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those U.S. copyright applications and registrations set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all rights in trade secrets now or hereafter existing, created, acquired or held;

(c) All patents, patent applications, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the U.S. patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(d) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation the U.S. trademarks and trademark applications set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(e) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(f) All license fees and royalties arising from such use of the Copyrights, Patents, or Trademarks;

(g) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(h) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Loan Documents. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

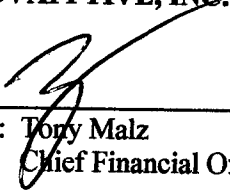
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the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

[Signatures included on the following page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

INNOVAPPTIVE, INC.

By: 

Name: Tony Malz

Title: Chief Financial Officer

Bank:

STIFEL BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 066852 FRAME: 0410

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

INNOVAPPTIVE, INC.

By: _____
Name: Tony Malz
Title: Chief Financial Officer

Bank:

STIFEL BANK

By:  _____
Name: Nathaniel Stone
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

U.S. Copyrights

NONE

EXHIBIT B

U.S. Patents

Patent	Patent no. / Publication No. / Application no.	Patent date / Publication date / Application date
Mobile Database Access	10448227	10/15/2019
Application Development	20170289731	10/5/2017
System and Method	15/475780	3/31/2017

EXHIBIT C

U.S. Trademarks

Trademark	Trademark no. / Serial no.	Trademark date / serial date	Status
INNOVATE. TRANSFORM. EMPOWER.	98111992	8/1/2023	Pending
INNOVAPPTIVE	98030338	6/6/2023	Pending
INNOVAPPTIVE	97929123	5/10/2023	Pending