

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI310865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
7Signal, Inc.	06/20/2024
RECEIVING PARTY DATA	
Company Name:	Pivotal
Street Address:	1300 El Camino Real, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	11696161
Patent Number:	11343692
Patent Number:	10939312
Patent Number:	10638409
Patent Number:	10542446
Patent Number:	10375591
Patent Number:	10251120
Patent Number:	10136350
Patent Number:	9813930
Application Number:	18333298
Application Number:	18321277
CORRESPONDENCE DATA	
Fax Number:	8602758299
<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:	8602758285
Email:	jscheib@rc.com
Correspondent Name:	Jacqueline P Scheib
Address Line 1:	Robinson & Cole LLP
Address Line 2:	280 Trumbull Street
Address Line 4:	Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Sherry Strickland
SIGNATURE:	Sherry Strickland
DATE SIGNED:	06/21/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 9 source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page1.tif source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page2.tif source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page3.tif source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page4.tif source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page5.tif source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page6.tif source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page7.tif source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page8.tif source=Intellectual Property Security Agreement - Pivotal Capital_7Signal-1#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of June 20, 2024, is entered into by and between 7SIGNAL, INC., a Delaware corporation (the “Grantor”), and PIVOTAL CAPITAL FUND II, LP, a Delaware limited partnership (the “Lender”).

RECITALS

A. Pursuant to the Loan and Security Agreement, dated as of the date hereof, by and between the Grantor and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the “Loan Agreement”), the Lender has agreed to make loans to the Grantor (collectively, the “Loans”).

B. In order to induce the Lender to enter into the Loan Agreement and other Loan Documents and to make Loans and other Credit Extensions to the Grantor upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has agreed, upon the terms contained in the Loan Agreement, to grant to the Lender continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Obligations (as defined below).

C. The Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Loan Agreement.

D. Upon the terms contained in the Loan Agreement, the Grantor has agreed to execute and deliver to the Lender this Agreement, which is supplemental to the Loan Agreement and the other Loan Documents.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) “Intellectual Property Collateral” means all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each Trademark, Patent and Copyright; and

(v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement,

misappropriation, breach or dilution of any Copyright, Patent or Trademark, and (B) injury to any goodwill associated with any Copyright, Patent or Trademark, with the right, but not the obligation to sue for and collect, or otherwise recover damages.

(b) "Loan Agreement" has the meaning given to such term in the Recitals above.

All other terms contained in this Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the Code to the extent that such other terms are used or defined therein and are not otherwise defined in the Loan Agreement. References to the Loan Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the commitments or the principal amount of any of the Credit Extensions, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. Grant of Security Interests. To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Lender a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under the Intellectual Property Collateral. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

3. Representations and Warranties. The Grantor represents and warrants to the Lender that the Grantor does not have any ownership interest in, or title to, any registered Trademark, registered Patent or registered Copyright or any applications therefor, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements, perfected Liens in favor of the Lender on, the Grantor's Intellectual Property Collateral, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. Loan Agreement. The security interests and Liens granted by the Grantor to the Lender pursuant to Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Loan Agreement. The Grantor and the Lender expressly agree that each of the security interests and Liens granted under this Agreement and the Loan Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Division 9 of the Code and other applicable law. The exercise by the Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and also the Loan Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Loan Agreement, then the terms and conditions of the Loan Agreement shall prevail.

5. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

6. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Agreement, each such notice, demand, request, consent,

approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Loan Agreement.

7. Choice Of Law and Venue; Jury Trial Waiver. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH OF THE GRANTOR AND THE LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE REFERENCE PROVISION SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, WHICH REFERENCE PROVISION IS HEREBY INCORPORATED HEREIN WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

EACH OF LENDER AND GRANTOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

8. Delivery by Facsimile, etc. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of the signature pages to this Agreement by facsimile or by electronic mail in portable document format (.pdf) shall be as effective as delivery of manually executed counterparts of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

Grantor:

7SIGNAL, INC., a Delaware corporation

DocuSigned by:
Kristen Nieberding
By _____
Name: Kristen Nieberding
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

LENDER:

PIVOTAL CAPITAL FUND II, LP

By: Pivotal GP Partners II, LLC
Its: General Partner

DocuSigned by:



By:

Name: Thomas E. Niehaus

Title: Manager

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Description	Serial Registration NO.	File Date
7Signal, Inc.	7MCS	App. No.:90800715	Application Date: June 29, 2021
7Signal, Inc.	7SIGNAL	Reg. No.:4114756	March 20, 2012
7Signal, Inc.	MOBILE EYE	Reg. No.:6078983	June 16, 2020
7Signal, Inc.	SAPPHIRE EYE	Reg. No.:6069310	June 2, 2020

SCHEDULE II

PATENTS AND PATENTS APPLICATIONS

Owner	Description	Patent / App. No.	File Date
7Signal, Inc.	System and Method for Distributed Network Performance Management	11,696,161	July 4, 2023
7Signal, Inc.	System and Method for Distributed Network Performance Management	11,343,692	May 24, 2022
7Signal, Inc.	System and Method for Distributed Network Performance Management	10,939,312	March 2, 2021
7Signal, Inc.	WI-FI Roaming Management	10,638,409	April 28, 2020
7Signal, Inc.	System and Method for Wireless Network Performance Measurement and Management Using Remote Devices	10,542,446	January 21, 2020
7Signal, Inc.	System and Method for Wireless Network Performance Measurement and Management Using Remote Devices	10,375,591	August 6, 2019
7Signal, Inc.	System and Method for Wireless Network Performance Measurement and Management Using Remote Devices	10,251,120	April 2, 2019
7Signal, Inc.	Method and Apparatus for Integrating Active Tests Capability to a Wireless Access Point or Base Station	10,136,350	November 20, 2018
7Signal, Inc.	Method and Apparatus for Integrating Active Tests Capability to a Wireless Access Point or Base Station	9,813,930	November 7, 2017

7 Signal Solutions, Inc.	Measuring and Controlling the Performance of a Wireless Network Using Remote Devices	EP3456082	August 25, 2021
7Signal, Inc.	System and Method for Determining Wireless Service Quality using Inference	Application no. 18/333,298	Application Date: June 12, 2023
7Signal, Inc.	System and Method for Distributed Network Performance Management	Application no. 18/321,277	Application Date: May 22, 2023

SCHEDULE III

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.