

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI326155

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PAPERLESS PARTS, INC.	06/26/2024
RECEIVING PARTY DATA	
Company Name:	ESCALATE CAPITAL IV, LP
Street Address:	6300 Bridgepoint Parkway
Internal Address:	Building 1, Suite 480
City:	Austin
State/Country:	TEXAS
Postal Code:	78730
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10585994
Patent Number:	11507060
Patent Number:	11593563
Patent Number:	11947491
Application Number:	18115290
CORRESPONDENCE DATA	
Fax Number:	2136272579
<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:	2134579864
Email:	dkay@mcguirewoods.com
Correspondent Name:	Don Kay
Address Line 1:	355 S. Grand Avenue, Suite 4200
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	2067509-0112
NAME OF SUBMITTER:	Donald Kay
SIGNATURE:	Donald Kay
DATE SIGNED:	06/26/2024
Total Attachments: 6	

source=06. [Paperless Parts] IP Security Agreement#page4.tiff
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 26, 2024 by and between PAPERLESS PARTS, INC., a Massachusetts corporation ("**Borrower**"), and ESCALATE CAPITAL IV, LP, a Delaware limited partnership ("**Lender**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follows]

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.

Address of Borrower:

BORROWER:

Prior to June 30, 2024
Paperless Parts, Inc.
60 State Street, Suite 8
Boston, MA 02109
Attention: Jason Ray

PAPERLESS PARTS, INC.,
a Delaware corporation

By: 

On and After July 1, 2024
Paperless Parts, Inc.
101 Federal Street
Boston, MA 02110
Attention: Jason Ray

Name: Jason Ray
Title: Chief Executive Officer

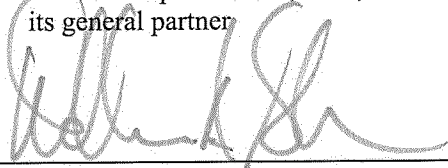
Address of Lender:

6300 Bridgepoint Parkway
Building 1, Suite 480
Austin, TX 78730

LENDER:

ESCALATE CAPITAL IV, LP,
a Delaware limited partnership

By: Escalate Capital GP IV, LLC,
its general partner



By: William A. Schell
Name: William A. Schell
Title: Manager/Member

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

SCHEDULE B

Patents

<u>Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Systems and methods for secure, oblivious-client optimization of manufacturing process	10,585,994	3/10/2020
Systems and methods for selecting processes to manufacture an object	11,507,060	11/22/2022
Systems and methods for generating textual instructions for manufacturers from hybrid textual and image data	11,593,563	2/28/2023
Apparatus and methods for geometric searching	11,947,491	4/2/2024

Patent Applications

<u>Description</u>	<u>Application Number</u>	<u>Filing Date</u>
Systems and methods for generating textual instructions for manufacturers from hybrid textual and image data	18/115,290	2/28/2023

SCHEDULE C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		