

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI335346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AIRSPACE TECHNOLOGIES, INC.	07/01/2024
RECEIVING PARTY DATA	
Company Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. Dearborn, Floor 36
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 18	
Property Type	Number
Application Number:	17888985
Application Number:	17492166
Application Number:	16940932
Application Number:	16381486
Application Number:	18239257
Application Number:	18372178
Patent Number:	11829925
Patent Number:	11810051
Patent Number:	11748696
Patent Number:	D994708
Patent Number:	11657364
Patent Number:	11443271
Patent Number:	11348064
Patent Number:	11328243
Patent Number:	11328245
Patent Number:	11315067
Patent Number:	11068839
Patent Number:	10936992
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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Connecticut Avenue NW

Address Line 2: Suite 712

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2424555 JD PAT
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NAME OF SUBMITTER:	Andrew Hackett
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SIGNATURE:	Andrew Hackett
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DATE SIGNED:	07/01/2024
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of July 1, 2024, by and between JPMORGAN CHASE BANK, N.A. ("Lender"), as the lender party to the Credit Agreement referred to below, and AIRSPACE TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of October 28, 2022 (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"; capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender 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 Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like 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 set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

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

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) 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. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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.

6. 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.

7. 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:

Address:

AIRSPACE TECHNOLOGIES, INC.

5909 Sea Otter Place, Suite 200
Carlsbad, CA 92010
Attention: Nick Bulcao, Chief Executive Officer

By:  _____

Name: Alex Coates

Title: President and CFO

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

10 S. Dearborn, Floor 36
Chicago, IL 60603
Attention: Joseph Linton

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

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:

Address:

AIRSPACE TECHNOLOGIES, INC.

5909 Sea Otter Place, Suite 200
Carlsbad, CA 92010
Attention: Nick Bulcao, Chief Executive Officer

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

10 S Dearborn, Floor 36
Chicago, IL 60603
Attention: Joseph Linton

By: Joseph Linton

Name: Joseph Linton

Title: Authorized Signer

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	Registration / Application / Publication <u>Number</u>	Registration / Application / Publication <u>Date</u>
SYSTEMS AND METHODS FOR ESTIMATING LEAD TIME PREDICTION	20240062141 17/888985	2/22/2024 8/16/2022
Logistical management system	11829925 17/739661 20220284378	11/28/2023 5/9/2022 9/8/2022
Package tracking	11810051 17/352600 20220405703	11/7/2023 6/21/2021 12/22/2022
System and methods for alternate path generation	11748696 17/400595 20230050333	9/5/2023 8/12/2021 2/16/2023
Display screen or portion thereof with animated graphical user interface	D994708 29/807886	8/8/2023 9/15/2021
LOGISTICAL MANAGEMENT SYSTEM	20230162137 17/534070 11657364	5/25/2023 11/23/2021 5/23/2023
HEAVYWEIGHT QUOTING AND ASSOCIATING PLANE TYPES WITH PACKAGE SIZES	20230104886 17/492166	4/6/2023 10/1/2021
Logistical management system	11443271 16/941208	9/13/2022 7/28/2020
System and methods for alternate path generation	11348064 17/400420	5/31/2022 8/12/2021

<u>Description</u>	Registration / Application / Publication <u>Number</u>	Registration / Application / Publication <u>Date</u>
Logistical management system	11328243 16/381486	5/10/2022 4/11/2019
Systems for improved delivery of time-critical goods	11328245 17/451096	5/10/2022 10/15/2021
Logistical management system	11315067 15/295112 20180107967	4/26/2022 10/17/2016 4/19/2018
Logistical management system	11068839 16/940932	7/10/2021 7/28/2020
Logistical management system	20210142282 16/940932	5/13/2021 7/28/2020
Logistical management system	10936992 16/940924	3/2/2021 7/28/2020
Logistical management system	20190236523 16381486	8/1/2019 4/11/2019
Logistical Management System	18/239257	8/29/2023
Package Tracking	18/372178	9/25/2023

EXHIBIT C

Trademarks

<u>Description</u>	Serial Application <u>Number</u>	Application <u>Date</u>
AIRTRACE	90584823	3/17/2021
AIRSPACE	90588303 6735189	3/18/2021 5/24/2022
A	90635973 7139800	4/9/2021 8/15/2023
AIRSPACE TECHNOLOGIES	87051758 5123160	5/26/2016 1/17/2017