

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI374212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
Arnouse Digital Devices Corp.		06/19/2024
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	Westside Winery, Inc.	
<b>Street Address:</b>	8075 Westside Road	
<b>City:</b>	Healdsburg	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95448	
<b>PROPERTY NUMBERS Total: 28</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	RE49124	
Patent Number:	11216403	
Patent Number:	11113228	
Patent Number:	10933867	
Patent Number:	10660232	
Patent Number:	10649491	
Patent Number:	10638635	
Patent Number:	10628368	
Patent Number:	10429887	
Patent Number:	10235323	
Patent Number:	10101769	
Patent Number:	9141139	
Patent Number:	9010645	
Patent Number:	9010623	
Patent Number:	8854831	
Patent Number:	7677459	
Patent Number:	7533408	
Patent Number:	7516484	
Patent Number:	7500107	
Patent Number:	7472275	

PATENT

Property Type	Number
Patent Number:	7406368
Patent Number:	7379795
Patent Number:	7376494
Patent Number:	7139914
Patent Number:	7043754
Patent Number:	7024023
Patent Number:	7013365
Patent Number:	6997381

#### 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: (631)501-5700

Email: dlee@carterdeluca.com

Correspondent Name: David C. Lee

Address Line 1: 576 Broad Hollow Road

Address Line 4: Melville, NEW YORK 11747

ATTORNEY DOCKET NUMBER: 3538-2

NAME OF SUBMITTER: David Lee

SIGNATURE: David Lee

DATE SIGNED: 07/19/2024

#### Total Attachments: 15

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “**Agreement**”), dated June 19, 2024, is by and between Arnouse Digital Devices Corp., a Delaware corporation (the “**Grantor**”) and Westside Winery, Inc., a California corporation (“**Secured Party**”).

[REDACTED]

[REDACTED]

**WHEREAS**, as security for the payment and performance of Grantor’s obligations to Secured Party under the Note, and as a condition of Secured Party entering into the Redemption Agreement and making the loan evidenced by the Note, it is the intent of Grantor to create and grant to Secured Party a security interest in certain property as described in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Section 1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Note. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement:

“**Obligations**” means the obligations of Grantor under the Note or otherwise with respect to the due and prompt payment of the Principal Amount thereof, all accrued but unpaid interest thereon, and any other amounts owing under the Note.

“**Patent Collateral**” means all of Grantor’s right, title and interest in, to and under (i) the Patents, (ii) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (iii) all present inventions and improvements described and claimed in the Patents, (iv) 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, including, without limitation, payments under all licenses at any time entered into in connection therewith, and (v) any and all claims and causes of action, with respect to any of the foregoing, whether occurring on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other equitable relief for present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but not the obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, but excluding any infringement, misappropriation, violation, misuse, breach, or default by any Secured Party or any Secured Party Affiliate, which are expressly excluded from the Patent Collateral. For the avoidance

of doubt, Patent Collateral expressly exclude any rights or interests under licensing agreements pursuant to which Grantor is the licensee.

“**Patents**” means all Grantor’s registered patents as of the date hereof, whether filed with the PTO or in any similar office or agency of the United States of America, any state thereof, any political subdivision thereof or in any other country, together with any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto, each of which is listed in Exhibit A hereto.

**“PTO”** means the United States Patent and Trademark Office.

“**Secured Party Affiliate**” means any person or entity that is directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, Secured Party, including, without limitation, [REDACTED]. For purposes of this definition, “**Control**” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, and operations of a person, whether through ownership of voting securities, by contract, or otherwise.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of Delaware.

Section 2. **Grant of Security Interest.** To secure the payment of the Obligations in full, Grantor hereby grants to Secured Party a continuing, first-priority security interest in all of Grantor's right, title and interest in and to the Patent Collateral. Notwithstanding the foregoing, Grantor may grant a junior priority security interest in all or some of the Patent Collateral; provided, that as a condition to granting any such junior priority security interest (or incurring any related indebtedness), the promissory note or security agreement with such junior lender contains the terms set forth in Exhibit B.

Section 3. **Recordation.** Grantor hereby authorizes Secured Party to (a) have this Agreement filed, recorded and registered with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, and (b) file one or more UCC financing statements (or similar documents) in connection with the perfection of the security interest in the Patent Collateral granted to Secured Party hereunder under the laws of the State of Delaware and any other applicable jurisdiction (collectively, the “**Financing Statements**”). Secured Party shall provide Grantor file stamped copies, within 30 days of the date hereof, of the Financing Statements and the filings with the United States Commissioner of Patents and Trademarks.

Section 4. **Representations and Warranties.** Grantor represents and warrants to Secured Party that:

(a) all of the existing Patent Collateral is valid and subsisting in full force and effect, and Grantor is the sole owner thereof and has the right, title and power to grant the security interest granted hereunder;

(b) Grantor has the right to enter into this Agreement and perform its terms;

(c) this Agreement creates in favor of the Secured Party a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (i) of this Section 4;

(d) As of the date hereof, the Patent Collateral is not subject to any liens, claims, mortgages, security interests or other encumbrances, except for the security interest in the Patent Collateral granted hereunder;

(e) as of the date hereof, Grantor does not have any Patents registered, or subject to pending applications, in the PTO or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto;

(f) Grantor has not abandoned any of the Patents;

(g) to Grantor's knowledge, no claim has been made that the Patent Collateral violates or infringes the rights of any third party;

(h) there has been no judgment holding any of the Patents invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Patents presently being questioned in any litigation or proceeding to which Grantor is a party; and

(i) except for the filing of financing statements with Secretary of State for the State of Delaware under the Uniform Commercial Code and the filing of this Agreement with the PTO and except for any filings which may be required in jurisdictions outside the United States, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by Grantor, or (2) for the perfection of or the exercise by the Secured Party of any of its rights and remedies hereunder.

**Section 5. Grantor's Covenants Relating to the Patent Collateral.** During the term of this Agreement, Grantor covenants to Secured Party that:

(a) Grantor shall, at Grantor's expense, perform all acts and execute all documents necessary to maintain the existence of the Patent Collateral consisting of registered Patents as registered patents and to maintain all of the Patent Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications.

(b) Grantor shall, at Grantor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Patent Collateral granted hereunder;

(c) Grantor shall not grant any security interest in the Patent Collateral that is (i) senior to or pari passu with the security interest granted to Secured Party hereunder or (ii) junior to the security interest granted to Secured Party hereunder unless such junior security interest complies with the provisions of Section 2;

(d) Grantor shall not assign, sell, transfer, hypothecate, grant an exclusive license in or otherwise dispose of the Patent Collateral, unless (i) such transaction results simultaneously in the full satisfaction of all obligations, indebtedness and other amounts owing to Secured Party under the Note and (ii) the acquiror in such transaction assumes the Reseller Agreement, which shall remain in effect, and acquires the Patent Collateral subject to the license granted to a Secured Party Affiliate therein.

(e) Grantor will not do any act, nor omit to do any act, whereby the Patents may become abandoned, invalidated, unenforceable, avoided, or avoidable; and Grantor shall notify Secured Party promptly of any reason why any application, registration, or recording with respect to the Patents may become abandoned, canceled, invalidated, avoided, or avoidable; and

(f) Grantor shall render to Secured Party such assistance as is reasonably necessary in any proceeding before the PTO or any similar office or agency in the United States of America or in any other country, to maintain such application and registration of the Patents as Grantor's exclusive property and to protect Secured Party's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings. Notwithstanding the foregoing, if the Grantor determines, in its good faith business judgment, not to take any direct action related to the above, Grantor will still render such assistance to Secured Party, but Secured Party shall take such action at its sole cost and expense.

[REDACTED]

**Section 7. Grantor's Use of Patent Collateral.** Nothing in this Agreement shall prevent Grantor from (a) granting licenses to non-affiliated third parties for the use or exploitation of the Patent Collateral in the ordinary course of business, (b) excluding any third party from using or exploiting the Patent Collateral, and (c) granting a security interest in the Patent Collateral to any third-party lender so long as such security interest is junior to the security interest granted to Secured Party hereunder and complies with the provisions of Section 2.

[REDACTED]

Section 9. **Right of First Refusal.**

[REDACTED]

(b) If Grantor receives a bona fide offer from any independent third-party purchaser prior to the repayment in full of the Obligations, Grantor shall, prior to the consummation of such sale, deliver to Secured Party a written notice setting forth in reasonable detail the material terms and conditions of the proposed sale (the “**ROFR Notice**”). [REDACTED]

[REDACTED]

(c) If Secured Party does not exercise its rights under this Section 9 prior to the end of the ROFR Exercise Period or gives Grantor notice of its intent not to exercise its rights under this Section 9 with respect to the sale described in the ROFR Notice, Grantor shall be permitted to sell or transfer the Patent Collateral to the purchaser in, and on the same terms and conditions set forth in, the ROFR Notice during the ninety (90) day period thereafter. Any such sale or transfer undertaken pursuant to this Section 9(c) must be expressly subject to this Security Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 11. **Remedies.** If any Event of Default (a) pursuant to Section 6(b) or 6(c) of the Note, or Section 10(b) or Section 10(c) of this Agreement, at any time, or (b) pursuant to Section 6(a) of the Note after the Maturity Date, shall have occurred and be continuing, Secured

Party shall have all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York and the State of Delaware, including, without limitation, the right to take possession of, hold, sell, deliver, or otherwise dispose of all or any portion of the Patent Collateral, subject to the requirements of this Section 11. [REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

Section 13. **Termination.** At such time as all of the Obligations have been finally paid and satisfied in full, this Agreement shall terminate and Secured Party’s security interest in the Patent Collateral shall cease.

Section 14. **Rights and Remedies Cumulative.** All of Secured Party’s rights and remedies with respect to Events of Default relating to the Patent Collateral, whether established hereby or by the Note or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Note, and nothing contained herein shall in any way derogate from any of the rights or remedies of Secured Party contained therein.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 16. **Amendment and Waiver.** This Agreement is subject to modification only by a writing signed by Secured Party and Grantor. Neither party shall be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by it. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

Section 17. **Governing Law; Exclusive Jurisdiction.** This Agreement will be governed by and interpreted and construed in accordance with the laws of the State of New York, without reference to such state's choice of law provisions. EACH OF BORROWER AND HOLDER IRREVOCABLY (I) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS OF THE STATE OF NEW YORK, KINGS COUNTY; PROVIDED, HOWEVER, THAT IF THOSE COURTS LACK JURISDICTION OR JURISDICTION WOULD BE IMPROPER, THEN ANY STATE COURT IN THE STATE OF DELAWARE, FOR THE PURPOSE OF ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT; (II) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM IN ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT; AND (III) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

Section 18. **Conflict.** In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Note, the term and/or provision of the Note shall govern.

Section 19. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means (e.g. PDF by email) shall be effective as delivery of a manually executed counterpart.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Patent Security Agreement on the day and year first above written.

GRANTOR:

**Arnouse Digital Devices Corp.**

DocuSigned by:

*Michael Arnouse*

By: 22B7C56634D44D4...

Name: Michael Arnouse

Title: Chief Executive Officer

SECURED PARTY:

**Westside Winery, Inc.**

DocuSigned by:

*Thomas Baker*

By: F2150D27B3DC4DB...

Name: Thomas Baker

Title: Chief Executive Officer

**EXHIBIT A****PATENTS**

<b>Patent Name</b>	<b>Patent Number</b>
Mobile data center	RE49124
Portable computing system and portable computer for use with same	11,216,403
Portable computing system and portable computer for use with same	11,113,228
Artificial intelligence based collision avoidance system and method	10,933,867
Mobile data center	10,660,232
Mobile data center	10,649,491
Mobile data center	10,638,635
Portable computing system and portable computer for use with same	10,628,368
Mobile data center	10,429,887
Portable computing system and portable computer for use with same	10,235,323
Mobile data center	10,101,769
Mobile data center	9,141,139
Portable computing system and portable computer for use with same	9,010,645
Portable computing system and portable computer for use with same	9,010,623
Low power, high density server and portable device for use with same	8,854,831
Dual-sided smart card reader	7,677,459
Portable computing system, apparatus and method	7,533,408
Reader adapted for a portable computer	7,516,484
Log-in security device	7,500,107
System and method of electronic signature verification	7,472,275
Apparatus, system and method for aircraft security and anti-hijacking intervention	7,406,368
Apparatus, system and method for aircraft security and anti-hijacking intervention	7,379,795
Apparatus, system and method for aircraft security and anti-hijacking intervention	7,376,494
System and method for network security	7,139,914
Method of secure personal identification, information processing, and precise point of contact location and timing	7,043,754
Apparatus, system and method for aircraft security	7,024,023
System of secure personal identification, information processing, and precise point of contact location and timing	7,013,365
Dual-sided smart card reader	6,997,381

## **EXHIBIT B**

### **REQUIRED TERMS FOR JUNIOR SECURITY INTERESTS**

(a) Junior lender will acknowledge that Grantor is a borrower under that certain Secured Promissory Note, dated June 18, 2024 (the “**Senior Note**”) in favor of Westside Winery, Inc. (“**Senior Lender**”), and secured by that certain Patent Security Agreement, dated June 18, 2024 (the “**Patent Security Agreement**” and together with the Note, the “**Senior Debt Documents**”).

(b) Junior lender will agree that all indebtedness owed to junior lender (the “**Subordinated Debt**”) is subordinated in right of payment to all obligations, indebtedness and other amounts owed to the Senior Lender under the Senior Debt Documents (the “**Senior Debt**”), and that Senior Lender is an intended third party beneficiary of the terms set forth in this Exhibit B as incorporated in the Subordinated Debt documentation. Junior lender will be entitled to receive a second priority security interest in the Patent Collateral (as defined in the Patent Security Agreement), junior to Senior Lender’s security interest therein.

(c) Junior lender will acknowledge and agree to the seniority of the security interest of Senior Lender pursuant to the Patent Security Agreement.

(d) Notwithstanding the subordination of the Subordination Debt, until junior lender has received notice from Senior Lender that an Event of Default (as defined in the Patent Security Agreement) has occurred and is continuing, junior lender will be entitled to receive regularly scheduled payments of interest on the Subordinated Debt.

(e) Until all of the Senior Debt has been paid in full, the junior lender shall not (i) foreclose upon, receive, or accept proceeds of the Patent Collateral, (ii) make any demand or request for payment of the Subordinated Debt (other than the payments permitted by paragraph (d) above), (iii) commence any litigation or other similar proceeding in an effort to collect the Subordinated Debt, (iv) accelerate any portion of the Subordinated Debt, or (v) commence, or join in the commencement of, any insolvency proceeding against Grantor, any of its assets or the Patent Collateral, provided, that junior lender shall be entitled to file proofs of claim in respect of the Subordinated Debt in any insolvency proceeding.

(f) Until all of the Senior Debt has been paid in full, unless junior lender obtains Senior Lender’s prior written permission, the junior lender will not access, take possession of, sell or dispose of, or otherwise deal with, the Patent Collateral, and will not exercise or enforce any other right or remedy that may be available to the junior lender against Grantor or with respect to the Patent Collateral upon Grantor’s default with respect to the Subordinated Debt.

(g) Until all of the Senior Debt has been paid in full, the junior lender will not contest or protest, and will not have the right to direct, any exercise or enforcement by

Senior Lender of any right or remedy that may be available to the Senior Lender against Grantor or with respect to the Patent Collateral.

(h) Until all of the Senior Debt has been paid in full, whether or not any insolvency proceeding has been commenced by or against Grantor, Senior Lender will have the exclusive right to enforce rights as a secured creditor, exercise secured creditor remedies and make determinations regarding the release or disposition of, or restrictions with respect to, the Patent Collateral without any consultation with or the consent of the junior lender, and junior lender will waive, to the fullest extent permitted by law, all rights and defenses arising out of any election of remedies by Senior Lender under the Senior Loan Documents. Notwithstanding the foregoing, junior lender shall be entitled to file proofs of claim in respect of the Subordinated Debt in any insolvency proceeding.

(i) If Grantor is in default under the Senior Debt Documents and the Senior Lender or Grantor intends to sell any part of the Patent Collateral, junior lender shall, upon the Senior Lender's request, promptly execute and deliver such instruments as may reasonably be necessary to terminate and release any security interest or lien the junior lender might have in the Patent Collateral to be sold.



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



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