

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI518448

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	Grey Rhino, Inc.	09/20/2024
RECEIVING PARTY DATA		
Company Name:	SOMPO Holdings, Inc.	
Street Address:	26-1 Nishi-Shinjuku 1-chome	
Internal Address:	Sinjuku-ku	
City:	Tokyo	
State/Country:	JAPAN	
Postal Code:	160 8338	
PROPERTY NUMBERS Total: 22		
	Property Type	Number
	Application Number:	15246919
	Application Number:	15406938
	Application Number:	15416211
	Application Number:	15490132
	Application Number:	15969151
	Application Number:	15954792
	Application Number:	17971937
	Application Number:	15954803
	Application Number:	15954829
	Application Number:	16197503
	Application Number:	17309350
	Application Number:	16197505
	Application Number:	16197547
	Application Number:	17239928
	Application Number:	17362501
	Application Number:	17393693
	PCT Number:	US1830841
	PCT Number:	US1927600
	PCT Number:	US1962215

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Property Type	Number
PCT Number:	US2224376
PCT Number:	US2235330
PCT Number:	US2234700

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.

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ATTORNEY DOCKET NUMBER: 128760-0034

NAME OF SUBMITTER: Robert Goodell

SIGNATURE: Robert Goodell

DATE SIGNED: 09/24/2024

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”), dated as of September 20, 2024, is made by and between GREY RHINO, INC. (f/k/a One Concern, Inc.), a Delaware corporation (the “**Grantor**”) in favor of SOMPO HOLDINGS, INC. (the “**Lender**”).

WHEREAS, the Grantor and the Lender have entered into an Amended and Restated Secured Convertible Promissory Note, dated as of September 9, 2024 (as amended, restated, amended and restated, supplemented or modified form time to time, the “**Note**”).

WHEREAS, as a condition precedent to entering into the Note, the Grantor has executed and delivered to the Lender that certain Security Agreement, dated as of September 9, 2024, made by and between the Grantor and the Lender (as amended, restated, amended and restated, supplemented or modified form time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement for recording with the United States Patent and Trademark Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “**Patent Collateral**”):

- (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);
- (b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) 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; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Security for Obligations. The grant of a security interest in the Patent Collateral by the Grantor under this Patent Security Agreement secures the payment of all Secured

Obligations (as defined in the Security Agreement) of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to the Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

3. Recordation. The Grantor authorizes the Commissioner for Patents to record and register this Patent Security Agreement upon request by the Lender.

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

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

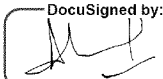
6. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. Sections 13.2 and 13.11 of the Note are hereby incorporated by reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GREY RHINO, INC.

DocuSigned by:

By: _____
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Name: Ahmad Wani
Title: President and Chief Executive Officer

Address for Notices:

Grey Rhino, Inc.
548 Market Street
San Francisco, CA 94104
Attention: Ahmad Wani
Email: ahmad@oneconcern.com

With a copy (which shall not constitute notice) to:

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520 Broadway, Suite 500
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Email: CShoff@goodwinlaw.com

AGREED TO AND ACCEPTED:

SOMPO HOLDINGS, INC.

署名者:
By: 
F970ABBA531D430...
Name: Hironichi Yoshitake
Title: General Manager

Address for Notices:

SOMPO Holdings, Inc.
26-1 Nishi-Shinjuku 1-chome
Sinjuku-ku, Tokyo
160 8338, Japan
Attention: Hironichi Yoshitake, General
Manager, Investment Strategy
Email: hironichi.yoshitake@sompo-hd.com

With a copy (which shall not constitute
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[Patent Security Agreement]

PATENT
REEL: 068684 FRAME: 0777

SCHEDULE 1

PATENTS

File #	Title	Matter Type	Country	Status	Application #	Date Filed	Patent #	Grant Date
4523.002US1	METHOD AND SYSTEM TO PREDICT THE EXTENT OF STRUCTURAL DAMAGE	Utility - NPREG	United States of America	Issued	15/246,919	Aug 25, 2016	107740684	Aug 11, 2020
4523.003US1	DAMAGE DATA PROPAGATION IN PREDICTOR OF STRUCTURAL DAMAGE	Utility - CIP	United States of America	Issued	15/406,938	Jan 16, 2017	109096647	Feb 2, 2021
4523.004US1	DATA MODEL UPDATE FOR STRUCTURAL-DAMAGE PREDICTOR AFTER AN EARTHQUAKE	Utility - CIP	United States of America	Issued	15/416,211	Jan 26, 2017	10915829	Feb 9, 2021
4523.005US1	ANALYSIS OF STRUCTURAL-DAMAGE PREDICTIONS CAUSED BY AN EARTHQUAKE TO IDENTIFY AR...	Utility - CIP	United States of America	Issued	15/490,132	Apr 18, 2017	11004001	May 11, 2021
4523.006JP1	ESTIMATION OF DAMAGE PREVENTION WITH BUILDING RETROFIT	Utility - ORG	Japan	Issued	2018-093895	May 15, 2018	6499788	Mar 22, 2019
4523.006JP2	ESTIMATION OF DAMAGE PREVENTION WITH BUILDING RETROFIT	Utility - DIV	Japan	Issued	2019-048409	May 15, 2018	6770125	Sep 28, 2020
4523.006US1	ESTIMATION OF DAMAGE PREVENTION WITH BUILDING RETROFIT	Utility - NPREG	United States of America	Issued	15/969,151	May 2, 2018	10796394	Oct 6, 2020
4523.006WO1	ESTIMATION OF DAMAGE PREVENTION WITH BUILDING RETROFIT	Utility - ORG	PCT	Completed	PCT/US2018/030841	May 3, 2018		

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REEL: 068684 FRAME: 0778

4523.0071P1	FLOOD MONITORING AND MANAGEMENT SYSTEM	Utility - NSPCT	Japan	Issued	2020-557248	Apr 16, 2019	7104175	Jul 11, 2022
4523.007US1	FLOOD MONITORING AND MANAGEMENT SYSTEM	Utility - ORG	United States of America	Issued	15/954,792	Apr 17, 2018	11519146	Dec 6, 2022
4523.007US2	FLOOD MONITORING AND MANAGEMENT SYSTEM	Utility - CON	United States of America	Pending	17/971,937	Oct 24, 2022		
4523.007WO1	FLOOD MONITORING AND MANAGEMENT SYSTEM	Utility - ORG	PCT	Completed	PCT/US2019/027600	Apr 16, 2019		
4523.008US1	FLOOD-RECOVERY OPTIONS TOOL	Utility - ORG	United States of America	Issued	15/954,803	Apr 17, 2018	10762588	Sep 1, 2020
4523.009US1	FLOOD RISK ANALYSIS AND MAPPING	Utility - ORG	United States of America	Issued	15/954,829	Apr 17, 2018	10664937	May 26, 2020
4523.010US1	FIRE MONITORING	Utility - ORG	United States of America	Issued	16/197,503	Nov 21, 2018	11202926	Dec 21, 2021
4523.010US2	FIRE MONITORING	Utility - NSPCT	United States of America	Issued	17/309,350	May 20, 2021	12005281	Jun 11, 2024
4523.010WO1	FIRE MONITORING	Utility - ORG	PCT	Completed	PCT/US2019/062215	Nov 19, 2019		
4523.011US1	FIRE FORECASTING	Utility - ORG	United States of America	Issued	16/197,505	Nov 21, 2018	11660480	May 30, 2023
4523.012US1	FIRE MANAGEMENT TOOL WITH VERSATILE USER INTERFACE	Utility - ORG	United States of America	Issued	16/197,547	Nov 21, 2018	11169678	Nov 9, 2021
4523.013EP1	ESTIMATION OF DISTRIBUTION NETWORK RECOVERY AFTER DISASTER	Utility - NSPCT	European Patent Office	Pending	22796374.1	Apr 12, 2022		
4523.013US1	ESTIMATION OF DISTRIBUTION NETWORK RECOVERY AFTER DISASTER	Utility - ORG	United States of America	Pending	17/239,928	Apr 26, 2021		

4523.013WO1	ESTIMATION OF DISTRIBUTION NETWORK RECOVERY AFTER DISASTER	Utility - ORG	PCT	Completed	PCT/US2022/024 376	Apr 12, 2022		
4523.015US1	COUPLED PLUVIAL, FLUVIAL, AND URBAN FLOOD TOOL	Utility - ORG	United States of America	Pending	17/362,501	Jun 29, 2021		
4523.015WO1	COUPLED PLUVIAL, FLUVIAL, AND URBAN FLOOD TOOL	Utility - ORG	PCT	Completed	PCT/US2022/035 330	Jun 28, 2022		
4523.016EP1	TOOL FOR BUSINESS RESILIENCE TO DISASTER	Utility - NSPCT	European Patent Office	Pending	22853672.8	Jun 23, 2022		
4523.016US1	TOOL FOR BUSINESS RESILIENCE TO DISASTER	Utility - ORG	United States of America	Pending	17/393,693	Aug 4, 2021		
4523.016WO1	TOOL FOR BUSINESS RESILIENCE TO DISASTER	Utility - ORG	PCT	Completed	PCT/US2022/034 700	Jun 23, 2022		

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