508783641 09/26/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI525608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
Coronet Cyber Security Ltd.	09/26/2024

RECEIVING PARTY DATA

Company Name:	Hercules Capital, Inc., as Agent
Street Address:	1 North B Street, Suite 2000
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94401

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	16638114
Application Number:	18197566
Application Number:	18208768
Application Number:	18634726
Application Number:	18634793
Patent Number:	9615255
Patent Number:	11075928
Patent Number:	11272443
Patent Number:	11652838
Patent Number:	11678261
Patent Number:	11991181

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 7145401235

Email: ipdocket@lw.com,anna.kwan@lw.com

Correspondent Name: Anna Kwan

Address Line 1:650 Town Center Drive, Suite 2000Address Line 4:Costa Mesa, CALIFORNIA 92626

PATENT 508783641 REEL: 068714 FRAME: 0419

ATTORNEY DOCKET NUMBER:	054809-0110	
NAME OF SUBMITTER:	Anna Kwan	
SIGNATURE:	Anna Kwan	
DATE SIGNED: 09/26/2024		
Total Attachments: 8		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of September 26, 2024, is made by the entity signatory hereto as a grantor (the "Grantor"), in favor of HERCULES CAPITAL, INC., in its capacity as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, "Agent").

RECITALS

- A. The Grantor has entered into that certain Loan and Security Agreement, of even date herewith, with the several banks and certain other financial institutions or entities from time to time party thereto (the "Lenders") and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, the Grantor granted to Agent a security interest in all of the Grantor's right, title and interest, in, to and under all of the UCC Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as security for the prompt and complete payment when due of all the Secured Obligations under the Loan Agreement, the Grantor hereby agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest.</u> To secure its Secured Obligations under the Loan Agreement, the Grantor grants to Agent a security interest in all of the Grantor's right, title and interest in, to and under its Intellectual Property (collectively, the "<u>Intellectual Property Collateral</u>"), including, without limitation, the following:
- (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States of America or of any other country, including without limitation those set forth on Exhibit A attached hereto;
- (b) all letters patent, or rights corresponding thereto, in the United States of America or in any other country, all registrations and recordings thereof, and all applications for letters patent, or rights corresponding thereto, in the United States of America or any other country, including without limitation those set forth on Exhibit B attached hereto;
- (c) all trademarks (registered, common law or otherwise) and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof or any other country or any political subdivision thereof, including without limitation those set forth on Exhibit C attached hereto;
- (d) all trade secrets and proprietary inventions, and mask works, including without limitation those mask works set forth on $\underline{\text{Exhibit D}}$ attached hereto;
 - (e) all applications for any of the foregoing and reissues, extensions, or renewals thereof;
- (f) all goodwill associated with any of the foregoing, together with all rights to sue for past, present and future infringement of any of the foregoing; and
- (g) to the extent not otherwise included all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (and no security interest shall be deemed granted in) any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office

of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral.

- 2. <u>Recordation.</u> The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.
- 3. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution in Counterparts</u>. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.
- 5. <u>Successors and Assigns.</u> The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns (if any). The Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to the Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.
- 6. <u>Governing Law.</u> This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.
- 7. <u>Termination</u>. This Agreement shall terminate upon termination of the Loan Agreement and all commitments thereunder and repayment in full of all Secured Obligations.
- 8. <u>Electronic Execution of Certain Other Documents</u>. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, the California Uniform Electronic Transactions Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow.]

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:

CORONET CYBER SECURITY LTD., a private company organized under the laws of the State of Israel with Reg. No. 515125953

By: You'v Rejubble
Title: CFO

[Signature Page to Intellectual Property Security Agreement]

AGENT:

HERCULES CAPITAL, INC., a Maryland

corporation

By: Seth Meyer

Title: Chief Financial Officer

EXHIBIT A

U.S. Copyrights

None.

US-DOCS\153448263.11

EXHIBIT B

U.S. Patents

Title	App. No. App. Date	Patent / Pub. No. Issue / Pub. Date	Status	Owner
Wireless communications access security	14699969 4/29/2015	9615255 4/4/2017	Issued	Coronet Cyber Security Ltd
Wireless communications access security system and method	15439663 2/22/2017	11075928 7/27/2021	Issued	Coronet Cyber Security Ltd
Distributed wireless communication access security	16604826 4/2/2020 (entry level)	11272443 3/8/2022	Issued	Coronet Cyber Security Ltd
Remote access computer security	16638114 2/10/2020 (entry level)	20200244646 7/30/2020	Pending Publications Issue Fee Payment Verified 04/17/2024	Coronet Cyber Security Ltd
Wireless communications access security system and method	17370798 7/8/2021	11652838 5/16/2023	Issued	Coronet Cyber Security Ltd
Distributed wireless communication access security	17585183 1/26/2022	11678261 6/13/2023	Issued	Coronet Cyber Security Ltd
Multi factor authentication	17596344 12/8/2021 (entry level)	11991181 5/21/2024	Issued	Coronet Cyber Security Ltd
Wireless communications access security system and method	18197566 5/15/2023	20230291757 9/14/2023	Pending Final Rejection Mailed 06/03/2024	Coronet Cyber Security Ltd
Distributed wireless communication access security	18208768 6/12/2023	20230345356 10/26/2023	Pending Response to Non- Final Office Action Entered and Forwarded to Examiner 06/04/2024	Coronet Cyber Security Ltd
Remote access computer security	18634726 4/12/2024	20240259367 8/1/2024	Pending Docketed New Case - Ready for Examination 04/25/2024	Coronet Cyber Security Ltd
Multi factor authentication	18634793 4/12/2024	20240259383 8/1/2024	Pending Docketed New Case - Ready for Examination 04/28/2024	Coronet Cyber Security Ltd

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EXHIBIT C

U.S. Trademarks

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
1-CLICK RESOLVE	97108054 04-NOV-2021		Pending Filed as use Suspended	Coronet Cyber Security Ltd.
CORO	97108029 04-NOV-2021	6922394 13-DEC-2022	Registered	Coronet Cyber Security Ltd.
CORO	97108036 04-NOV-2021	6922395 13-DEC-2022	Registered	Coronet Cyber Security Ltd.

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EXHIBIT D

U.S. Mask Works

None.

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PATENT REEL: 068714 FRAME: 0428

RECORDED: 09/26/2024