

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI547427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
viaPhoton, Inc.	10/03/2024
RECEIVING PARTY DATA	
Company Name:	Eclipse Business Capital LLC
Street Address:	333 West Wacker Drive
Internal Address:	Suite 950
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 40	
Property Type	Number
Application Number:	63567305
Application Number:	18770358
Application Number:	63626504
Application Number:	63627459
Application Number:	63624266
Application Number:	63553852
Application Number:	63569560
Application Number:	63640172
Application Number:	63663175
Application Number:	63674629
Application Number:	63698391
Application Number:	18373825
Application Number:	18212076
Application Number:	18205332
Application Number:	18655051
Application Number:	18655084
Application Number:	18633655
Application Number:	18620955
Application Number:	18590589

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Property Type	Number
Application Number:	18418175
Application Number:	18512001
Application Number:	18523874
Application Number:	18380618
Application Number:	18574548
Application Number:	17408239
Application Number:	17665134
Application Number:	17591169
Application Number:	17555008
Application Number:	18733448
Application Number:	17308729
Application Number:	15989718
Application Number:	16366471
Application Number:	18486655
Application Number:	18452498
Application Number:	17345897
Application Number:	18634473
Application Number:	17319835
Application Number:	17502883
Application Number:	17478726
Application Number:	17105716

CORRESPONDENCE DATA

Fax Number: 9723789115

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: 972-378-9111

Email: patent@fbfk.law

Correspondent Name: Mr. Kelly Kubasta

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Address Line 2: Suite 600

Address Line 4: Plano, TEXAS 75093

ATTORNEY DOCKET NUMBER:	10630
NAME OF SUBMITTER:	KELLY KUBASTA
SIGNATURE:	KELLY KUBASTA
DATE SIGNED:	10/07/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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source=viaPhoton Patent Security Agreement Execution Version#page5.tiff
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Agreement**"), is dated as of October, 3 2024 and is by viaPhoton Inc., a Delaware corporation ("**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

RECITALS

A. Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Patent Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each issued patent and patent application, including, without limitation, each issued patent and patent application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, reexamination certificates, continuations, continuations-in-part, divisionals, or extensions thereof; each exclusive patent license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive patent license listed on Schedule 1; and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any issued patent or

patent application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Patent Collateral**").


This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

viaPhoton Inc.

DocuSigned by:

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By: _____

Name: Wasif T. Khan

Title: Chief Financial Officer and Treasurer

Acknowledged by:

ECLIPSE BUSINESS CAPITAL LLC, as Agent

By: 

Name: Tom Stone

Title: Authorized Signatory

Patent	Description	Case Type	Docket #	Filing Date	Appl#	US Pat#	Issue Date
Power and Backup System for Low Power Outdoor Applications	Fischer - Fuel-less gen maint, In-rush current damping	Provisional	10630.049001	3/19/2024	63/567,305		
Fiber Polarity Mappings		Provisional	10630.041002	7/11/2023	18/770,358		
Multi-spool Cable Reel	Pay out reel for multiple spools of cable in datacenters	Provisional	10630.050001	1/29/2024	63/626,504		
Splice Linear In-line Drop Enclosure	Splice into a trunk line with convenient add/drop ability	Provisional	10630/054001	1/31/2024	63/627,459		
Multi-port Front-load Optical Distribution Module	1U panel with 16 front access module ports	Provisional	10630/051001	1/23/2024	63/624,266		
High Density Optical Module with Exp Beam Optical Connector	HyperReach Expanded Beam module	Provisional	10630/055001	2/15/2024	63/553,852		
High Density Optical Module with Multicore Fiber Integration	HyperReach with multicore fiber trunk input capability	Provisional	10630.056001	3/25/2024	63/569,560		
Surge Protection Device for Wireless Communications	SPD for Fixed Wireless with Multiple Configurations	Provisional	10630.057001	4/29/2024	63/640,172		
Carrier bullet case for outdoor fiber pulling	Bullet case for outdoor fiber pull, EBO conn and others	Provisional	10630.062001	6/23/2024	63/663,175		
Module pulling container	Container for outdoor pulling of multiple modules	Provisional	10630.064001	7/23/2024	63/674,629		
Multi-Spool Cable Reel with AOC Holder	Pay out reel for multiple spools with AOC slot and oval Mini-NID	Provisional	10630.050002	9/24/2024	63/698,391		
Miniature Network Interface Device		US Utility	10630.022002	9/29/2022	18/373,825		
Fiber Panel Replicator Shelf		US Utility		6/20/2023	18/212,076		
Furcation Tube Vacuum Assist	Assembly automation for furcation tubes	US Utility	10630.016002	6/2/2023	18/205,332		
Fiber Pedestal with Multiple Configurations		US Utility	10630.040002	5/15/2023	18/655,051		
Power and Backup System for Low Power Outdoor Applications	Hendrix - ML monitoring and site auto BOM	US Utility	10630.039002	5/3/2023	18/655,084		
Pre-Terminated Cross-Connect System	High density X-connect for Nvidia (primarily)	US Utility	10630.038002	4/12/2023	18/633,655		
Outside Fiber to Inside Fiber Modular Interconnect System		US Utility					
Optical Distribution Module (Splitter/Tap)	Datacenter building entrance fiber demarcation system	US Utility	10630.037002	3/29/2023	18/620,955		
Cable Management Bundle Clip	HyperReach module with optical splitter or optical tap	US Utility	10630.035002	2/28/2023	18/590,589		
Module Pulling Container		US Utility	10630.033002	1/20/2023	18/418,175		
High Density Fiber Panel Organization		US Utility	10630.031002	11/18/2022	18/512,001		
High Density Fiber Panel Organization		US Utility	10630.030002	11/29/2022	18/523,874		
Surge Protection Bus Bar		US Utility	10630.028002	10/16/2023	18/380,618		
Optical Fiber Management System	Compact custom bus bar with 'close to SPD' Y-connect	US Utility	10630.026002	9/30/2022	18/574,548		
Staggered Connector		US Utility	10630.004002	8/20/2021	17/408,239		
Hybrid Power Fiber Enclosure		US Utility		2/4/2022	17/665,134		
Hybrid Power Fiber Enclosure	OHE (Outdoor Hybrid Enclosure)	US Utility		2/2/2022	17/591,169		
Hybrid Power Fiber Enclosure	OHE (Outdoor Hybrid Enclosure)	US Utility		2/2/2022	3,209,133		
Fiber Distribution Module	FPDM (Fiber-Power Distribution Module)	US Utility	10630.013002	2/2/2022	22705647		
Fiber Distribution Module		US Utility	10630.013003	12/17/2021	18/733,448		
Fiber Distribution Module		US Utility		12/17/2021	21844518.7		
Fiber Breakout Assembly		US Utility					

11,531,178 12/20/2022

Fiber Optic Patching System		US Utility				10,281,672	5/7/2019
Fiber Optic Patching System		US Utility				10,551,585	2/4/2020
Fiber Polishing System		US Utility					
Data Aggregation and Compute Module	Pole mount Edge Compute and IOT module	10630.027002	10/13/2022	18/486,655			
Fiber Organizer		US Utility	8/18/2023	18/452,498			
Fiber Organizer		US Utility			12,001,073	6/4/2024	
Fiber Organizer		10630.003002					
Fiber Organizer		10630.003003	4/12/2024	18/634,473			
Fiber Organizer		US Utility	10/15/2021	21806554.8			
Fiber Organizer		US Utility	10/15/2021	17/319,835			
Fiber Organizer	Fiber sorting machine	10630.007002			11,971,600	4/30/2024	
Optical Fiber Web Application	Online configurator	US Utility					
Optical Fiber Web Application	Online configurator (continuation)	10630.006003	9/17/2021	17/105,716	11,599,245	3/7/2023	
Optical Fiber Web Application	Online configurator	US Utility	9/17/2021	2180233.7			