

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI563348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ATEK ACCESS TECHNOLOGIES, LLC	10/11/2024
RECEIVING PARTY DATA	
Company Name:	BREMER BANK, NATIONAL ASSOCIATION
Street Address:	372 St. Peter Street
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55102
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D649488
Patent Number:	D649894
Patent Number:	D649896
Patent Number:	D649895
Patent Number:	8573500
Patent Number:	7958303
CORRESPONDENCE DATA	
Fax Number:	6124927077
<i>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.</i>	
Phone:	(612)492-7000
Email:	joneil@fredlaw.com
Correspondent Name:	Jackie O'Neil
Address Line 1:	Fredrikson & Byron, P.A.
Address Line 2:	60 South Sixth Street, Suite 1500
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	071694.0022
NAME OF SUBMITTER:	Jaclyn O'Neil
SIGNATURE:	Jaclyn O'Neil
DATE SIGNED:	10/15/2024

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of October 11, 2024, is made by **ATEK ACCESS TECHNOLOGIES, LLC**, a Minnesota limited liability company (the "Grantor"), in favor of **BREMER BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 372 St. Peter Street, St. Paul, MN 55102 (the "Secured Party").

WHEREAS, Grantor and Secured Party are parties to that certain Loan and Security Agreement, dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Loan Agreement").

WHEREAS, as a condition precedent to the extension of loans and other accommodations by the Secured Party under the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

**1. Grant of Security.** The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all patents and patent applications of the Grantor, including those 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 trademark registrations and applications of the Grantor, including those set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office);

(c) all copyright registrations, applications and copyright registrations of the Grantor, and applications exclusively licensed to the Grantor, including those set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) 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;

(e) 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

(f) 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, dilution, 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. **Recordation.** 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 IP Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This IP Security 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 the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This IP 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 IP Security Agreement by facsimile or in electronic (eg, "pdf") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

6. **Governing Law.** This IP Security 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, federal law, and to the extent not preempted by federal law, the internal laws (but otherwise without regard to the conflict of laws provisions) of the State of Minnesota.

[Remainder of page intentionally blank; signature page follows]

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

**ATEK ACCESS TECHNOLOGIES, LLC**

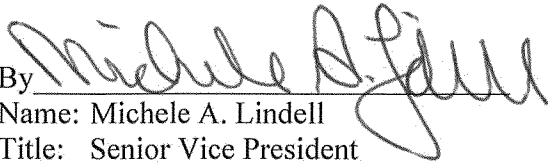
By: Travis Steele  
Name: Travis Steele  
Title: Vice President

Address for Notices:

ATEK Access Technologies, LLC  
c/o Sound Growth Partners Fund I GP  
Waterfront Park  
144 Railroad Ave, Suite 303  
Edmonds, WA 98020  
Attention: Travis Steele, Christopher  
Casamassima and Peter Roushdy  
E-mail: [tsteele@soundgrowthpartners.com](mailto:tsteele@soundgrowthpartners.com);  
[ccasamassima@soundgrowthpartners.com](mailto:ccasamassima@soundgrowthpartners.com);  
[proushdy@soundgrowthpartners.com](mailto:proushdy@soundgrowthpartners.com)

Agreed to and accepted:

**BREMER BANK, NATIONAL ASSOCIATION**

By 

Name: Michele A. Lindell

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]



**PATENT**  
**REEL: 068897 FRAME: 0006**

**SCHEDULE 1****PATENTS AND PATENT APPLICATIONS**

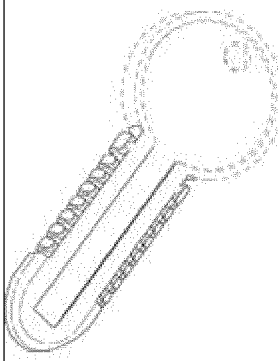
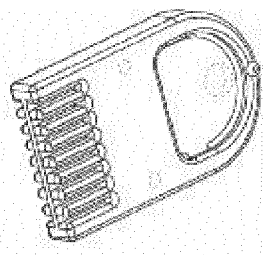
<b><u>Grantor</u></b>	<b><u>Title</u></b>	<b><u>Filing Date</u></b>	<b><u>Patent No.</u></b>	<b><u>Status</u></b>	<b><u>Owned or Licensed</u></b>
ATEK ACCESS TECHNOLOGIES, LLC	Micro USB Token  Description: Electronic Token and Data Carrier	Issue Date: 11/29/11	D649,488	Granted Expiration: 11/29/2025	Owned
ATEK ACCESS TECHNOLOGIES, LLC	Bar Token Design  Description: Electronic Token and Data Carrier	Issue Date: 12/6/11	D649,894	Granted Expiration: 12/6/2025	Owned
ATEK ACCESS TECHNOLOGIES, LLC	CAP Receptacle Design  Description: Electronic Token and Data Carrier Receptacle	Issue Date: 12/6/11	D649,896	Granted Expiration: 12/6/2025	Owned
ATEK ACCESS TECHNOLOGIES, LLC	CAP CIK Design  Description: Electronic Token and Data Carrier Receptacle	Issue Date: 12/6/11	D649,895	Granted Expiration: 12/6/2025	Owned
ATEK ACCESS TECHNOLOGIES, LLC	CAP CIK Design  Description: Data Carrier System Having A Compact Footprint	Issue Date: 11/5/13	8573500	Granted Expiration: 1/29/2030	Owned
ATEK ACCESS TECHNOLOGIES, LLC	Mat System  Description: Mat System and Method Therefor	Issue Date: 6/7/11	7958303	Granted Expiration: 2/26/2028	Owned

# SCHEDULE 2

## TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Owned or Licensed ?</u>
ATEK ACCESS TECHNOLOGIES, LLC	DATAKEY	Reg. Date- January 1, 2008	RN:3361431	Owned
ATEK ACCESS TECHNOLOGIES, LLC	DATAKEY	Reg. Date- January 1, 2008	RN: 3361432	Owned
ATEK ACCESS TECHNOLOGIES, LLC	DATAKEY (Stylized) 	Reg. Date- September 1, 1987	RN: 1455104	Owned
ATEK ACCESS TECHNOLOGIES, LLC	Large Slimline Token -- Trade Dess Design 	Reg. Date- March 2, 2010	RN: 3,753,851	Owned



<u>Owner</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Owned or Licensed ?</u>
ATEK ACCESS TECHNOLOGIES, LLC	Serial Memory Key- -- Trade Dress Design 	Reg. Date- November 10, 2009	RN: 3,707,593	Owned
ATEK ACCESS TECHNOLOGIES, LLC	Small Slimline Token -- Trade Dess Design 	Reg. Date- March 2, 2010	RN: 3,753,849	Owned

**SCHEDULE 3**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

NONE.

Schedule 3-1

**PATENT**

**RECORDED: 10/15/2024**

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