

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI668833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Mylio, LLC	11/27/2024
RECEIVING PARTY DATA	
Company Name:	Gates Frontier, LLC
Street Address:	2365 Carillon Point
City:	Kirland
State/Country:	WASHINGTON
Postal Code:	98033
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	62169994
Application Number:	14747955
Application Number:	14750809
Application Number:	62339621
CORRESPONDENCE DATA	
Fax Number:	2063593242
<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:	(206)359-3833
Email:	aboone@perkinscoie.com,sseigle@perkinscoie.com
Correspondent Name:	Stephanie Seigle
Address Line 1:	P.O. Box 1247
Address Line 4:	Seattle, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	116136.0142
NAME OF SUBMITTER:	Abby Boone
SIGNATURE:	Abby Boone
DATE SIGNED:	12/03/2024
Total Attachments: 8	
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source=IP Security Agreement -- 2024.11.27#page2.tiff	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”), dated as of November 27, 2024, is executed by Mylio, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Gates Frontier, LLC, as collateral agent (“**Collateral Agent**”).

RECITALS

A. Certain investors have agreed to purchase convertible promissory notes of Grantor, in the amount and manner set forth in that certain Note Purchase Agreement, by and among Grantor and the persons and entities listed on the schedule of investors thereto (the “**Investors**”), dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Purchase Agreement**”; capitalized terms used herein are used as defined in the Purchase Agreement), and in connection therewith, Grantor, Collateral Agent and the Investors have entered into that certain Amended and Restated Security Agreement, by and between Grantor, Collateral Agent and the Investors, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”, and together with the Purchase Agreement, the “**Loan Documents**”). The Investors are willing to purchase notes from Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the obligations of Grantor under the Loan Documents.

B. Pursuant to the terms of the Loan Documents, Grantor has granted to Collateral Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Purchase Agreement, the Notes and the other Loan Documents, Grantor grants and pledges to Collateral Agent a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, whether registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) All patents (whether registered or unregistered), patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”); and

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”).

2. 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 Collateral Agent.

3. Grantor hereby authorizes Collateral Agent to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. This 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

Collateral Agent’s address is: 2365 Carillon Point
Kirkland, WA 98033

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

MYLIO, LLC

a Delaware limited liability company

By: David Vaskevitch

Name: David Vaskevitch

Title: Chief Executive Officer

AGREED:

GATES FRONTIER, LLC,
As Collateral Agent

By: _____

Name: Alan Heuberger

Title: Authorized Representative

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY AGREEMENT]

PATENT
REEL: 069468 FRAME: 0139

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the day and year first above written.

MYLIO, LLC
a Delaware limited liability company

By: _____
Name: David Vaskevitch
Title: Chief Executive Officer

AGREED:

GATES FRONTIER, LLC,
As Collateral Agent


By:  _____
Name: Alan Heuberger
Title: Authorized Representative

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

Seed No.	Country	SubCase	Application No.	Filing Date	Patent No.	Issue Date	Title	Status
680067.401	US	P1	62/169994	06/02/2015			OBJECT REPLICATION USING OBJECT DEVICE LINKS AND FLAGS	Nonprovisional Filed
680067.401	US		14/747955	06/23/2015	9300737	03/29/2016	OBJECT REPLICATION USING OBJECT DEVICE LINKS AND FLAGS	Granted
680067.401	CA		2906055	09/29/2015			OBJECT REPLICATION USING OBJECT DEVICE LINKS AND FLAGS	Pending
680067.402	US		14/750809	06/25/2015	9286657	03/15/2016	EFFICIENT IMAGE PROCESSING USING DYNAMICALLY SIZED TILES	Granted
680067.402	CA		2906059	09/29/2015			EFFICIENT IMAGE PROCESSING USING DYNAMICALLY SIZED TILES	Pending
680067.403	US	P1	62/339621	05/20/2016			SYSTEMS AND METHODS TO GENERATE OVERLAYS ON A MEDIA LIBRARY CALENDAR	Pending

PATENT APPLICATIONS

None.

EXHIBIT C

TRADEMARKS

Country	Trademark	Status	Appln. No.	Filing Date	Reg. No.	Reg Date
US	MYLLIO	Registered	86/383114	9/2/2014	4838001	10/20/2015
Canada	MYLLIO	Allowed	1692687	9/5/2014		
International Registration (Madrid)						
	MYLLIO	Registered	A0044889	9/5/2014	1229173	9/5/2014
Australia	MYLLIO	Registered	1666664	9/5/2014	1229173	9/5/2014
China	MYLLIO	Registered		9/5/2014	1229173	9/5/2014
EU	MYLLIO	Registered		9/5/2014	1229173	9/5/2014
Israel	MYLLIO	Published	271018	9/5/2014		
Korea	MYLLIO	Registered		9/5/2014	1229173	9/5/2015

TRADEMARK APPLICATIONS

None.