

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI699683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Corent Technology, Inc.	10/22/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Carson, LLC
<b>Street Address:</b>	14600 Branch Street
<b>Internal Address:</b>	Suite 113
<b>City:</b>	Omaha
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	68154
<b>PROPERTY NUMBERS Total: 12</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8326876
Patent Number:	9495372
Patent Number:	10824591
Patent Number:	9836332
Patent Number:	10185601
Patent Number:	10320893
Patent Number:	11019136
Patent Number:	11671482
Patent Number:	10305761
Patent Number:	10700951
Patent Number:	11689435
Application Number:	18195349
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	4026339590
<b>Email:</b>	jkelley@mcgrathnorth.com
<b>Correspondent Name:</b>	Jeanne J. Kelley
<b>Address Line 1:</b>	1601 Dodge Street, Suite 3700

<b>Address Line 4:</b> Omaha, NEBRASKA 68102	
<b>ATTORNEY DOCKET NUMBER:</b>	29152
<b>NAME OF SUBMITTER:</b>	Jeanne Kelley
<b>SIGNATURE:</b>	Jeanne Kelley
<b>DATE SIGNED:</b>	12/17/2024
<b>Total Attachments: 6</b> source=DE UCC filed 11.7.24 - Corent Technology, Inc. (Carson, LLC)#page1.tiff source=Security Agreement (Corent to Carson)#page1.tiff source=Security Agreement (Corent to Carson)#page2.tiff source=Security Agreement (Corent to Carson)#page3.tiff source=Security Agreement (Corent to Carson)#page4.tiff source=Security Agreement (Corent to Carson)#page5.tiff	

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) (402) 341-3070
B. E-MAIL CONTACT AT FILER (optional) LCOPPOCKMILLER@MCGRATHNORTH.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) MCGRATH NORTH MULLIN & KRATZ, PC LLO 1601 DODGE STREET SUITE 3700 OMAHA, NE 68102

Delaware Department of State  
U.C.C. Filing Section  
Filed: 02:53 PM 11/07/2024  
U.C.C. Initial Filing No: 2024 7775529  
Service Request No: 20244155232

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME OORENT TECHNOLOGY, INC.				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 65 ENTERPRISE	CITY ALISO VIEJO	STATE CA	POSTAL CODE 92656	COUNTRY US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CARSON, LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 14600 BRANCH STREET	CITY OMAHA	STATE NE	POSTAL CODE 68154	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:  
All assets of Debtor.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: DELAWARE SECRETARY OF STATE	

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement"), dated this 22<sup>nd</sup> day of October, 2024, is entered into by and between CORENT TECHNOLOGY, INC., a Delaware corporation (the "Debtor"), and CARSON, LLC, a Nebraska limited liability company (the "Secured Party").

### RECITALS

WHEREAS, Debtor owes Secured Party certain obligations arising out of and/or related to (a) those certain Secured Bridge Promissory Notes issued by Debtor to Secured Party (as each may from time to time be amended, restated, modified, supplemented, replaced or refinanced, collectively the "Notes") under that certain Note Purchase Agreement dated of even date herewith by and among Debtor and Secured Party (as the same may from time to time be amended, restated, modified or supplemented, the "NPA") and (b) the Warrant (as defined in the NPA), the Net Proceeds Agreement (as defined in the NPA) and the other Transaction Documents (as defined in the NPA);

WHEREAS, as security for the obligations arising out of and/or related to the Notes, the Warrant, the Net Proceeds Agreement and the other Transaction Documents, Debtor grants a security interest in favor of Secured Party as herein provided.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which are incorporated into the Security Agreement by this reference, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be bound hereby, the parties hereto agree as follows:

### AGREEMENT

**SECTION 1. Security Interest / Collateral.** To secure payment of the "Indebtedness" as defined below, Debtor hereby grants to Secured Party a security interest in all the collateral described below, together with all substitutions, replacements, products, dividends, interest and proceeds thereof, all whether now owned or hereafter acquired (the "Collateral");

All of Debtor's real property and personal property owned directly or indirectly by Debtor, including, but not limited to, all assets, accounts, accounts receivable, rights to any payments, chattel paper, contract rights, commodity contracts, instruments, documents, letters of credit, money, deposit accounts, notes, general intangibles, payment intangibles, investment property, investments, securities, securities accounts, supporting obligations, and all books, records and other documents related to any of the foregoing; all equipment, vehicles, machinery, inventory, fixtures, accessions, furniture, consumer goods, office and computer equipment, and software, including without limitation any developed or undeveloped software, processes, or computer code; all Debtor's trademarks, trade names, copyrights, patents, and all other intellectual property, and the goodwill of the business associated therewith; all bonds, licenses, and permits; and all customer lists, sales records, and purchase records.

**SECTION 2. Indebtedness.** The security interest in the Collateral is given to secure the payment and performance of all obligations owed to Secured Party by Debtor, including all Obligations (as such term is defined in the Notes) and all obligations arising out of and/or related

to the Warrant, the Net Proceeds Agreement and the other Transaction Documents, and any modifications, replacements, substitutions, extensions, refinancings, or renewals of any of the foregoing, together with any and all expenses, including attorney's fees, incurred or paid by Secured Party in the preservation or enforcement of Secured Party's rights under any of the foregoing, all whether now existing or hereafter created or otherwise arising. The foregoing obligations shall be collectively referred to herein as the "Indebtedness."

**SECTION 3. Preservation of Collateral / Cooperation.** Debtor hereby agrees to do all things necessary to maintain, preserve and protect the Collateral and to be responsible to Secured Party for any loss or damage thereto. Debtor will from time to time, at its expense, perform all acts and execute, acknowledge and deliver all documents requested by Secured Party, including the obtaining, executing, delivering or filing of mortgages, deeds of trust, United States Patent and Trademark Office filings and financing statements and amendments and renewals thereof, in order to create, perfect, maintain and enforce a valid lien upon, pledge of, or security interest in all of the Collateral in Secured Party's favor. Secured Party is expressly authorized by Debtor to file financing statements on Debtor's behalf, without Debtor's signature, as allowed by the Uniform Commercial Code ("UCC") or other applicable law; or to sign as necessary, on behalf of Debtor, any documents necessary or desirable to perfect or maintain Secured Party's security interest in all of the Collateral, including notices to Debtor's other creditors of its security interest in such Collateral.

**SECTION 4. Delivery of Collateral.** All certificates and instruments representing the Collateral shall be delivered by Debtor to Secured Party, shall be held by Secured Party, and shall be accompanied by such instruments of transfer or assignment duly executed in blank as Secured Party may from time to time specify.

**SECTION 5. Dividends and Distributions.** If Debtor shall be entitled to receive, or shall receive, with respect to any Collateral,

- (a) dividends and interest paid or payable other than in cash in respect of, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any of the Collateral; and
- (b) cash paid, payable, or otherwise distributed in any respect of the principal of, or in redemption of, or in exchange for, any of the Collateral,

the same shall be forthwith delivered to Secured Party and shall, if received by Debtor, be received in trust for the benefit of Secured Party, be segregated from the other property or funds of Debtor, and be forthwith delivered to Secured Party.

**SECTION 6. Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with power of substitution and with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument that Secured Party deems necessary or advisable to accomplish the purposes of this Security Agreement.

**SECTION 7. Affirmative Representations, Warranties and Covenants.** Debtor represents, covenants, and warrants the following: (a) The Security Agreement has been duly executed by Debtor and is enforceable against Debtor in accordance with its terms; (b) Debtor shall not sell, dispose, assign or otherwise transfer any part of the Collateral (other than sales, dispositions, assignments or transfers in the ordinary course of business); (c) Except as consented to by Secured Party or provided herein, Debtor shall not create or suffer to exist any

security interest in or other lien or encumbrance on any part of the Collateral; (d) Debtor has good, valid and marketable title to the Collateral free and clear of all liens, pledges, claims, options, restrictions, encumbrances, and equities of any nature whatsoever except the security interest granted hereby, the security interests consented to by Secured Party and as otherwise expressly provided herein; (e) Debtor's principal place of business (or chief executive office if it has more than one place of business) and mailing address is as indicated on the signature page hereto; (f) Debtor's state of formation is as indicated on the first page hereof; (g) Debtor's exact legal name is as indicated on the first page hereof; (h) Debtor shall provide 30 days' advance written notice to Secured Party of any change in its principal place of business (or chief executive office if it has more than one place of business), its state of formation, its type of organization and its legal name.

**SECTION 8. Events of Default.** Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions (the "Events of Default"): (a) if Debtor fails to make a payment when due under the Notes, the Net Proceeds Agreement or the other Transaction Documents; (b) if Debtor breaches or otherwise defaults upon any of the terms or conditions contained in this Security Agreement or any other agreement between Debtor and Secured Party, including, but not limited to, the Notes, the Warrant, the Net Proceeds Agreement and the other Transaction Documents; or (c) the dissolution, termination of existence or insolvency of Debtor, the appointment of a receiver over any of the property of Debtor, an assignment for the benefit of creditors by Debtor or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor ("insolvency" meaning that Debtor is unable generally to pay its debts in the ordinary course of business as they become due or that Debtor's liabilities exceed its assets).

**SECTION 9. Remedies Upon Default.** Upon the occurrence of any Event of Default: (a) Secured Party shall be entitled, without further notice, to have and enforce all the rights and remedies available under this Security Agreement, by statute, contract, at law and/or in equity, including, but not limited to, the right to declare all Indebtedness owed to Secured Party immediately due and payable and to dispose of the Collateral as allowed under the UCC; (b) Secured Party may require Debtor to deliver to Secured Party all or any portion of the Collateral and any and all documents relating to the Collateral; (c) Secured Party shall have the right to immediately access, possess, and assert control over the Collateral without interference or obstruction by Debtor or any other third party; and (d) Secured Party shall have the immediate right to exercise any rights or powers that Debtor may have in the Collateral. Debtor expressly consents to the appointment of a receiver to access, possess, and assert control over the Collateral, and Debtor expressly consents that Secured Party shall have the sole right and discretion to name and appoint such receiver, including Secured Party itself.

**SECTION 10. Remedies Cumulative.** All of Secured Party's rights and remedies, whether evidenced by this Security Agreement or by any other agreement, note, contract or understanding between Debtor and Secured Party, shall be cumulative and may be exercised singularly or concurrently. Election of Secured Party to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Debtor under this Security Agreement, after Debtor's failure to perform, shall not affect Secured Party's right to declare a default and to exercise its remedies.

**SECTION 11. Miscellaneous.** (a) All agreements, covenants and warranties are severable, and in the event any of them shall be held to be invalid, this Security Agreement shall be interpreted as if such invalid agreement or covenant was not contained herein; (b) This Security Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted assigns; provided, however, Debtor shall not assign this Security

Agreement or its rights and obligations arising hereunder without the prior written consent of Secured Party; (c) This Security Agreement and any other document generated by Secured Party pursuant hereto shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof; (d) All representations, warranties and covenants made in or pursuant to this Security Agreement are continuing, and shall survive the execution hereof; (e) This Security Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute the same Security Agreement; (f) This Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, and in any suit or proceeding relating to this Security Agreement, the parties mutually waive trial by jury; and, (g) All notices which are required or may be given pursuant to the terms of this Security Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or mailed by registered, certified or express mail, postage prepaid, or reputable overnight courier.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Security Agreement as of the day and year first above written.

DEBTOR:

CORENT TECHNOLOGY, INC.


Chief Executive Office and Mailing Address:

By: DocuSigned by:  
  
947A8E109AA946C  
Name: Feyzi Fatehi  
Title: Chief Executive Officer

26895 Aliso Creek Road, Suite B654  
Aliso Viejo, CA 92656

SECURED PARTY:

CARSON, LLC

By: DocuSigned by:  
  
2F12B7C1D1759480  
Name: Ron Carson  
Title: Managing Member