

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cogitai, Inc.		05/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sony Corporation of America		
Street Address:	25 Madison Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88293160	COGITAI	
Serial Number:	88293162	CONTINUA	
CORRESPONDENCE DATA			
Fax Number:	4156835472		
<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:	4156835472		
Email:	Docketing.Rimonlaw@Clarivate.com		
Correspondent Name:	Rimon PC		
Address Line 1:	One Embarcadero Center		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Letao Qin		
SIGNATURE:	/Letao Qin/		
DATE SIGNED:	05/24/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 8, 2019 (this "Agreement"), is made by and between Cogitai, Inc., a Delaware corporation (the "**Company**") and Sony Corporation of America, a New York corporation located at 25 Madison Avenue, 26th Floor, New York, NY 10010 (the "**Secured Party**").

RECITALS

WHEREAS, the Company and the Secured Party are parties to that certain Convertible Promissory Note dated May 9, 2016 (as amended, restated, amended and restated, supplemented or modified from time to time, the "**Note**");

WHEREAS, for purposes of securing the Company's obligations under the Note, the Company and the Secured Party have entered into that certain Security Agreement dated as of the date hereof (the "**Security Agreement**");

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to the Secured Party a continuing security interest in all of the Company's right, title and interest in and to the Collateral (including all Intellectual Property); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. As security for the prompt and complete payment and performance when due of the Obligations of the Company to the Secured Party, whether existing on the date hereof or hereinafter incurred or created, the Company hereby grants to the Secured Party of a continuing security interest in all of the Company's right, title and interest in and to all Intellectual Property as defined in the Security Agreement (including those copyrights, copyright applications, copyright licenses, patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses listed on Exhibits A, B and C, respectively, attached hereto); for the avoidance of doubt, and notwithstanding anything to the contrary, the security interest shall not extend to any property which would result in the forfeiture of the Company's rights in the property including, without limitation, any trademark applications filed in the United States Patent and Trademark Office on the basis of the Company's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq).

2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the Security Interest granted to the Secured Party pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement conflicts with or is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. Governing Law. This Agreement and any controversy arising out of or related thereto shall be governed by, and construed in accordance with, the laws of the State of New York.

4. Counterparts and Exchanges by Electronic Transmission or Facsimile. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be effective as of the date first written above.

THE COMPANY:

COGITAI, INC.

Mark Ring

By: _____
Name: Mark Ring
Title: CEO

THE SECURED PARTY:

SONY CORPORATION OF AMERICA

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be effective as of the date first written above.

THE COMPANY:

COGITAI, INC.

By: _____
Name: _____
Title: _____

THE SECURED PARTY:

SONY CORPORATION OF AMERICA

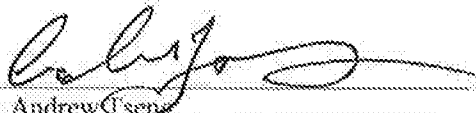
By: 
Name: Andrew C. Sene
Title: Vice President, Corporate Development

EXHIBIT A**U.S. TRADEMARK REGISTRATIONS**

<u>Registration Number</u>	<u>Date of Registration</u>	<u>Description</u>
88293160	02/07/2019	COGITAI
88293162	02/07/2019	CONTINUA

TRADEMARK APPLICATIONS

<u>Application Number</u>	<u>Date Filed</u>	<u>Description</u>
n/a		

Part B
Copyrights

<u>Copyright Title</u>	<u>Date of Registration</u>	<u>Registration Number</u>
n/a		

Part C
Patents

PATENTS			
Name	Status and Date Issued	Application Number	Patent Number
METHOD FOR CREATING PREDICTIVE KNOWLEDGE STRUCTURES FROM EXPERIENCE IN AN ARTIFICIAL AGENT	8/21/2018	14/689,052	10055687
METHOD FOR CREATING PREDICTIVE KNOWLEDGE STRUCTURES FROM EXPERIENCE IN AN ARTIFICIAL AGENT	8/21/2018	14/689,052	10055687
METHOD FOR CREATING PREDICTIVE KNOWLEDGE STRUCTURES FROM EXPERIENCE IN AN ARTIFICIAL AGENT	8/21/2018	14/689,052	10055687
METHOD AND SYSTEM FOR MAPPING STATES AND ACTIONS OF AN INTELLIGENT AGENT	6/2/2013	13/907,936	9311600
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METHOD AND SYSTEM FOR MAPPING STATES AND ACTIONS OF AN INTELLIGENT AGENT	6/2/2013	13/907,936	9311600

PATENT APPLICATIONS		
Name	Status and Date Filed	Application Number
METHOD AND SYSTEM FOR AN INTELLIGENT ARTIFICIAL AGENT	2/5/2018	15/888,619
METHOD AND SYSTEM FOR AN INTELLIGENT ARTIFICIAL AGENT	4/3/2018	15/943,947
METHOD AND SYSTEM FOR CONTINUAL LEARNING IN AN INTELLIGENT ARTIFICIAL AGENT	8/31/2018	16/120,111
METHOD AND SYSTEM FOR CONTINUAL LEARNING IN AN INTELLIGENT ARTIFICIAL AGENT	8/31/2018	16/120,111
MULTI-FORECAST NETWORKS	1/4/2019	62/788,339
MULTI-FORECAST NETWORKS	1/4/2019	62/788,339

DOUBLE ACTOR CRITIC	3/20/2019	62/821,243
DOUBLE ACTOR CRITIC	3/20/2019	62/821,243
METHOD AND SYSTEM FOR AN INTELLIGENT ARTIFICIAL AGENT	2/1/2016	15/012,026

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RECORDED: 05/24/2019

**TRADEMARK
REEL: 006653 FRAME: 0309**