

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM770246

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NOISEAWARE, INC.		11/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TEXAS CAPITAL BANK		
<b>Street Address:</b>	2000 MCKINNEY AVENUE, SUITE 700		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201-3340		
<b>Entity Type:</b>	Chartered Bank: TEXAS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5249460	NOISEAWARE	
<b>Registration Number:</b>	5264011	NOISEAWARE THE SMOKE DETECTOR FOR NOISE	
<b>Registration Number:</b>	6441832	NIGHTAGENT	
<b>Serial Number:</b>	97647757	CROWDCONTROL	
<b>Serial Number:</b>	97647772	AUTORESOLVE	
<b>Serial Number:</b>	97647782	RESOLUTIONREPORT	
<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>	4142975046		
<b>Email:</b>	drivera@foley.com, ipdocketing@foley.com		
<b>Correspondent Name:</b>	FOLEY & LARDNER		
<b>Address Line 1:</b>	3000 K STREET N.W., SUITE 600		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20007		
<b>NAME OF SUBMITTER:</b>	Diana Sofia Rivera Rendon		
<b>SIGNATURE:</b>	/Diana Sofia Rivera Rendon/		
<b>DATE SIGNED:</b>	11/28/2022		
<b>Total Attachments: 9</b>			

OP \$165.00 5249460

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 21, 2022 by and between TEXAS CAPITAL BANK a Texas bank (“Bank”) and NOISEAWARE, INC., a Delaware corporation (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement dated as of the date hereof by and among Bank and Grantor (as the same may be amended, modified, or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 the Obligations (as defined in the Loan Agreement), Grantor hereby represents, warrants, covenants, and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in and to 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, 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 hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all Intellectual Property rights in computer software and computer software products now or hereafter existing, created, acquired, or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired, or held;

(d) All patents, 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 hereto (collectively, the “Patents”);

(e) 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 hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals, and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. 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 Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral that Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This 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 Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit or expand such rights and remedies.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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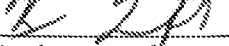
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

**Address:**

NoiseAware Inc.  
Attention: Kevin Locraft  
3106 Commerce Street, Ste. 100  
Dallas, Texas 75226  
Telephone: (617) 990-4589  
email:  
kevin@noiseaware.com

NOISEAWARE INC.

By:   
Name: Kevin Locraft  
Title: Chief Executive Officer

BANK

**Address:**

Texas Capital Bank  
Attention: Josh Seaman  
2000 McKinney Avenue, Suite 700  
Dallas, Texas 75201-3340  
Telephone: (469) 399-8539  
email:  
josh.seaman@texascapitalbank.com

TEXAS CAPITAL BANK

By: \_\_\_\_\_  
Name: Josh Seaman  
Title: Senior Vice President, Technology Banking Group

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR

**Address:**  
NoiseAware Inc.  
Attention: Kevin Locraft  
2800 Routh Street, Ste. 215  
Dallas, Texas 75201  
Telephone: (617) 990-4589  
email:  
kevin@noiseaware.com

NOISEAWARE INC.

By: \_\_\_\_\_  
Name: Kevin Locraft  
Title: Chief Executive Officer

BANK

**Address:**  
Texas Capital Bank  
Attention: Josh Seaman  
2000 McKinney Avenue, Suite 700  
Dallas, Texas 75201-3340  
Telephone: (469) 399-8539  
email:  
josh.Seaman@texascapitalbank.com

TEXAS CAPITAL BANK

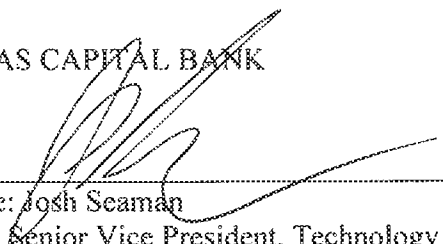
By:  \_\_\_\_\_  
Name: Josh Seaman  
Title: Senior Vice President, Technology Banking Group

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD TO MODIFY HUMAN BEHAVIOR BASED ON ANNONYMIZER AUDIO INPUT AND ALERTING	N/A / 62/331,183	N/A / 05/30/2016
SYSTEM AND METHOD FOR GENERATING AN ALERT BASED ON NOISE	9,959,737 / 15/342,734	05/01/2018 / 11/03/2016
SYSTEM AND METHOD FOR GENERATING AN ALERT BASED ON NOISE	10,403,118 / 15/968,486	09/03/2019 / 05/01/2018
SYSTEM AND METHOD FOR GENERATING AN ALERT BASED ON NOISE	10,964,194 / 16/559,462	03/30/2021 / 09/03/2019
SYSTEM AND METHOD FOR GENERATING AN ALERT BASED ON NOISE	17/217,860	03/30/2021
SYSTEM AND METHOD FOR MONITORING AND CLASSIFYING COMBUSTIBLE OR VAPORIZED NICOTINE AND MARIJUANA	N/A / 63/272,988	N/A / 10/28/2021
SYSTEM AND METHOD FOR MONITORING AND CLASSIFYING SMOKING EVENTS IN MONITORED SPACES	N/A / PCT/US2022/048278	N/A / 10/28/2022

## EXHIBIT C

### Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
USPTO: NoiseAware word mark	5,249,460 / 87221264	07/25/2017 / 10/31/2016
EUIPO: NoiseAware word mark	18170209 / 18170209	05/22/2020 / 12/20/2019
UK: NoiseAware word mark	UK00918170209 / UK00918170209	05/22/2020 / 12/20/2019
USPTO: NoiseAware The Smoke Detector for Noise logo mark	5,264,011 / 87221223	08/15/2017 / 10/31/2016
EUIPO: NoiseAware The Smoke Detector for Noise logo mark	18170205 / 18170205	05/22/2020 / 12/20/2019
UK: NoiseAware The Smoke Detector for Noise logo mark	UK00918170205 / UK00918170205	05/22/2020 / 12/20/2019
USPTO: NightAgent word mark	6,441,832 / 88,618,749	08/3/2021 / 09/16/2019
USPTO: CrowdControl word mark	TBD / 97/647,757	TBD / 10/25/2022
USPTO: AutoResolve word mark	TBD / 97/647,772	TBD / 10/25/2022
USPTO: ResolutionReport word mark	TBD / 97/647,782	TBD / 10/25/2022

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A