

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776237

<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>
PathAI, Inc.		12/23/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hercules Capital, Inc., as Agent		
<b>Street Address:</b>	400 Hamilton Avenue		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87346610	PATHAI	
<b>Serial Number:</b>	87193950	SLIDENET	
<b>Serial Number:</b>	97541556	PATHAI	
<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>Email:</b>	julia.brow@us.dlapiper.com		
<b>Correspondent Name:</b>	Julia Brow (DLA PIPER LLP)		
<b>Address Line 1:</b>	4365 Executive Drive		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Julia Brow		
<b>SIGNATURE:</b>	/Julia Brow/		
<b>DATE SIGNED:</b>	12/23/2022		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of December 23, 2022, is made by PathAI, Inc., a Delaware corporation (the “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent (together with its successors and assigns in such capacity, “Agent”) for itself and the Lenders (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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 of 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 attached 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, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached 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 attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any property excluded from the Collateral in accordance with Section 3.2 of the Loan Agreement.

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 Agent.

Grantor hereby authorizes Agent to (a) 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 (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. 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 Agent 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 such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

7. Electronic Execution of Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law,

including the Federal Electronic Signatures in Global and National Commerce Act and the New York State Electronic Signatures and Records Act.

[Signature page follows.]

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:**

**PATHAL, INC.**, a Delaware corporation

DocuSigned by:

By: Brandon Eldredge \_\_\_\_\_

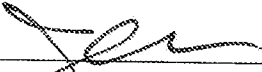
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Name: Brandon Eldredge

Title: Chief Financial Officer and Treasurer

**AGENT:**

**HERCULES CAPITAL, INC.**, a Maryland  
corporation, in its capacity as Agent

By:  \_\_\_\_\_

Name: Jennifer Choe

Title: Associate General Counsel

EXHIBIT A

Copyrights

None



EXHIBIT B

Patents

<b>Description</b>	<b>Patent /Application Number</b>	<b>Registration / Application Date</b>
SYSTEMS AND METHODS FOR TRAINING A STATISTICAL MODEL TO PREDICT TISSUE CHARACTERISTICS FOR A PATHOLOGY	11195279 / 16841827	12/07/2021 / 04/07/2020
SYSTEMS AND METHODS FOR TRAINING A MODEL TO PREDICT SURVIVAL TIME FOR A PATIENT	11017532 / 16857079	05/25/2021 / 04/23/2020
SYSTEMS AND METHODS FOR TRAINING A MODEL TO PREDICT SURVIVAL TIME FOR A PATIENT	10650929 / 16001836	05/12/2020 / 06/06/2018
SYSTEMS AND METHODS FOR TRAINING A MODEL TO PREDICT SURVIVAL TIME FOR A PATIENT	17328057	05/24/2021
SYSTEMS AND METHODS FOR PREDICTING TISSUE CHARACTERISTICS FOR A PATHOLOGY IMAGE USING A STATISTICAL MODEL	11080855 / 16001862	08/03/2021 / 06/06/2018
SYSTEMS AND METHODS FOR TRAINING A STATISTICAL MODEL TO PREDICT TISSUE CHARACTERISTICS FOR A PATHOLOGY IMAGE	10650520 / 16001855	05/12/2020 / 06/06/2018
SYSTEMS AND METHODS FOR TRAINING A STATISTICAL MODEL TO PREDICT TISSUE CHARACTERISTICS FOR A PATHOLOGY IMAGE	16841827 / 11195279	04/07/2020 / 12/07/2021
SYSTEMS AND METHODS FOR TRAINING A STATISTICAL MODEL TO PREDICT TISSUE CHARACTERISTICS FOR A PATHOLOGY IMAGE	17542746	12/06/2021
SYSTEMS AND METHODS FOR FRAME-BASED VALIDATION	11527319 / 17019142	12/13/2022 / 9/11/2020
SYSTEMS AND METHODS FOR FRAME-BASED VALIDATION	17984966	11/10/2022
SYSTEMS AND METHODS FOR DEEP LEARNING MODEL ANNOTATION USING SPECIALIZED IMAGING MODALITIES	63422410	11/03/2022
STROMAL SUBDIVISION MODEL	63425981	11/16/2022

SYSTEMS AND METHODS FOR PREDICTING DISEASE SEVERITY IN ULCERATIVE COLITIS	17955301	09/28/2022
SYSTEMS AND METHODS FOR MACHINE LEARNING ANALYSIS OF LUNG ADENOCARCINOMA TUMOR MICROENVIRONMENT	63328861	04/08/2022
SYSTEMS AND METHODS FOR MACHINE LEARNING ANALYSIS OF LIVER HISTOLOGY TO ASSESS PORTAL HYPERTENSION IN NASH CIRRHOSIS	17525451	11/12/2021
SYSTEMS AND METHODS FOR PREDICTING MOLECULAR PHENOTYPES FROM WHOLE-SLIDE IMAGES	17375694	07/14/2021
LORENTZ-FORCE ACTUATED POSITIONING STAGES	17383886	07/23/2021
SYSTEMS AND METHODS FOR ASSESSING LIVER PATHOLOGY	17306155	05/03/2021
DIFFRACTIVE IMAGING SYSTEM WITH SAMPLE-TO-SENSOR SEPARATION ADJUSTABLE BY CAMS	17177623	02/17/2021
MULTI-SENSOR IMAGING SYSTEMS AND RELATED METHODS	17177712	02/17/2021
IMAGING SYSTEMS WITH ANGLED SENSORS AND RELATED METHODS	17177668	02/17/2021
DIFFRACTIVE IMAGING SYSTEM	16797943	02/21/2020
SYSTEMS AND METHODS FOR CLASSIFYING BIOMEDICAL IMAGE DATA USING A GRAPH NEURAL NETWORK	17590642	02/01/2022
SYSTEMS AND METHODS FOR CLASSIFYING BIOMEDICAL IMAGE DATA USING A GRAPH NEURAL NETWORK	2214778	02/01/2022
SYSTEMS AND METHODS FOR MACHINE LEARNING (ML) MODEL DIAGNOSTIC ASSESSMENTS BASED ON DIGITAL PATHOLOGY DATA	17747536	05/18/2022
SYSTEMS AND METHODS FOR MACHINE LEARNING (ML) MODEL DIAGNOSTIC ASSESSMENTS BASED ON DIGITAL PATHOLOGY DATA	2229807	05/18/2022

EXHIBIT C

Trademarks

<b>Description</b>	<b>Serial / Registration Number</b>	<b>Filing / Registration Date</b>
PATHAI	87346610 / 5440023	02/23/2017 / 04/03/2018
SlideNet	87193950 / 5163419	10/05/2016 / 03/14/2017
PATHAI	97541556	08/09/2022

EXHIBIT D

Mask Works

None