

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XEVANT, INC.		03/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HCAP PARTNERS V, L.P.		
Street Address:	3636 Nobel Drive, Suite 401		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6124370	XEVANT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1919674		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	03/08/2023		
Total Attachments: 6			
source=HCAP-Xevant IPSA 3-7-23#page1.tif			
source=HCAP-Xevant IPSA 3-7-23#page2.tif			
source=HCAP-Xevant IPSA 3-7-23#page3.tif			
source=HCAP-Xevant IPSA 3-7-23#page4.tif			

OP \$40.00 6124370

source=HCAP-Xevant IPSA 3-7-23#page5.tif

source=HCAP-Xevant IPSA 3-7-23#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*Agreement*") is entered into as of March 7, 2023, among XEVANT, INC., a Delaware corporation ("*Grantor*"), and HCAP PARTNERS V, L.P., A DELAWARE LIMITED PARTNERSHIP ("*Lender*")

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and Grantor dated as of March 7, 2023 (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). The Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks and the goodwill associated therewith listed on Exhibits A, B and C hereto, but excluding any intent-to-use Trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender, as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Lender to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Lender's name or in the name of Lender as Lender and attorney-in-fact for Grantor. Lender shall provide Grantor notice of any such filing as soon as is practicable following such filing.

Sections 10 (Governing Law; Venue) of the Loan Agreement is incorporated herein by this reference as though set forth in full.

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:

XEVANT, INC., a Delaware corporation

By: _____
Name: Brandon Newman
Title: Chief Executive Officer

LENDER:

HCAP PARTNERS V, L.P.
a Delaware limited partnership

By: HFMC V, LLC
Its: General Partner

DocuSigned by:

By: _____
Name: Frank Mora
Title: Senior Partner

[Signature Page to Intellectual Property Security Agreement]

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.

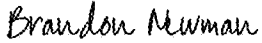
GRANTOR:

XEVANT, INC., a Delaware corporation

LENDER:

HCAP PARTNERS V, L.P.
a Delaware limited partnership

By: HFMC V, LLC
Its: General Partner

DocuSigned by:

By: _____
Name: Brandon Newman
Title: Chief Executive Officer

By: _____
Name: Frank Mora
Title: Senior Partner

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
XEVANT	88776307/6124370	8/11/2020