

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobilewalla, Inc.		05/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avenue Venture Opportunities Fund, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97019586	COVARIATE	
Serial Number:	97395928	ANOVOS	
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>			
Email:	lblakely@gcalaw.com		
Correspondent Name:	Laura Blakely		
Address Line 1:	2570 W. El Camino Real, Suite 400		
Address Line 4:	Mountain View, CALIFORNIA 94040		
NAME OF SUBMITTER:	Laura Blakely		
SIGNATURE:	/Laura Blakely/		
DATE SIGNED:	05/24/2023		
Total Attachments: 7			
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OP \$65.00 97019586

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as collateral agent for certain Lenders (in such capacity, "Agent") and MOBILEWALLA, INC., a Delaware corporation ("Grantor").

RECITALS

A. Grantor, certain lenders from time to time parties thereto (collectively, "Lenders") and Agent, as administrative and collateral agent for Lenders, are entering into that certain Loan and Security Agreement dated as of May 22, 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) pursuant to which Lenders will make certain advances of money and extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth therein.

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 to secure the Obligations.

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. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Trademarks and Patents listed on Exhibits A, B and C hereto), 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, but not the obligation, 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 (collectively, "Intellectual Property Collateral").

2. This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders under the Loan Agreement. The rights and remedies of Agent 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 Agent, for the benefit of Lenders, as a matter of law or equity. Each right, power and remedy of Agent 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 in this Intellectual Property Security Agreement and the exercise by Agent 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, including Agent, of any or all other rights, powers or remedies.

3. Each Grantor hereby authorizes Agent to (a) 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, and, after the occurrence and during the continuance of an Event of Default, to modify the Intellectual Property Security Agreement and the Exhibits attached hereto either in Agent's name or in the name of Agent as agent and attorney-in-fact for Grantor, (b) modify this Intellectual Property

Security Agreement unilaterally at any time by amending the exhibits to this Intellectual Property Security Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Intellectual Property Security Agreement, and (c) file a duplicate of this Intellectual Property Security Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Sections 9.9 (*Execution in Counterparts; Electronic Signatures*), 9.11 (*Governing Law and Jurisdiction*) and 9.12 (*Waiver of Jury Trial; Judicial Reference*) of the Loan Agreement are incorporated herein *mutatis mutandis*.

5. This Intellectual Property Security Agreement constitutes a Loan Document. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

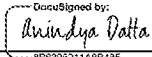
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

5170 Peachtree Road
Building 100, Suite 100
Atlanta, GA 30341
Attention: Chief Financial Officer
Email: jclark@mobilewalla.com
Phone: 770.402.6730

GRANTORS:

MOBILEWALLA, INC.

By: 
Name: Anindya Datta
Title: Chief Executive Officer

Address of Agent:

11 West 42nd Street, 9th Floor
New York, NY 10036
Attention: Legal Reporting
Email: : igroebarg@avenuecapital.com
Phone: #212-878-3523

AGENT:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

5170 Peachtree Road
Building 100, Suite 100
Atlanta, GA 30341
Attention: Chief Financial Officer
Email: _____
Phone: _____

GRANTORS:

MOBILEWALLA, INC.

By: _____
Name: Anindya Datta
Title: Chief Executive Officer

Address of Agent:

11 West 42nd Street, 9th Floor
New York, NY 10036
Attention: Legal Reporting
Email: : tgreenbarz@avenuecapital.com
Phone: #212-878-3523

AGENT:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: Member

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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None.

EXHIBIT B

PATENTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
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None

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Mobilewalla, Inc.	Covariate	97019586	9/9/2021
Mobilewalla, Inc.	Anovos	97395928	5/5/2022