

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818819

<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>
SAFETRACES, INC.		06/21/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AGILITY CAPITAL III, LLC		
<b>Street Address:</b>	1117 State Street		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6768798	VERIDART	
<b>Registration Number:</b>	6159063		
<b>Registration Number:</b>	6159062		
<b>Registration Number:</b>	6154288	MINIDART	
<b>Registration Number:</b>	6154287	SANIDART	
<b>Registration Number:</b>	5788660	SANITRACERS	
<b>Registration Number:</b>	5788658	SAFETRACERS	
<b>Registration Number:</b>	5788657	SAFETRACES	
<b>Serial Number:</b>	88882439	VERIDART	
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		

OP \$240.00 6768798

<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	06/21/2023
<b>Total Attachments: 6</b> source=Safetraces_-_IP_Security_Agreement#page1.tif source=Safetraces_-_IP_Security_Agreement#page2.tif source=Safetraces_-_IP_Security_Agreement#page3.tif source=Safetraces_-_IP_Security_Agreement#page4.tif source=Safetraces_-_IP_Security_Agreement#page5.tif source=Safetraces_-_IP_Security_Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of June 21, 2023 by and between **SAFETRACES, INC.**, a Delaware corporation (“**Grantor**”) and **AGILITY CAPITAL III, LLC**, a California limited liability company (“**Lender**”).

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor dated on or about the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

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

Address of Grantor:

4473 Willow Road, Suite 260  
Pleasanton, CA 94588

**SAFETRACES, INC.**

DocuSigned by:  
By: Erik Malmstrom  
E64C9BEB9F8B4C0...  
Name: Erik Malmstrom  
Title: CEO

Address of Lender:

1117 State Street  
Santa Barbara, CA 93101

**AGILITY CAPITAL III, LLC**

DocuSigned by:  
By: Daniel Corry  
DF0E28792171400...  
Name: Daniel Corry  
Title: Managing Member

**EXHIBIT A**

**Copyrights**

If None, check this box:



<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B****Patents**

Title	Application Number / Patent Number	Application Date / Issue Date
DNA BASED BAR CODE FOR IMPROVED FOOD TRACEABILITY	10,302,614 14/599,315	May 28, 2019
SANITATION MONITORING SYSTEM USING PATHOGEN SURROGATES AND SURROGATE TRACKING	10,556,032 15/963,017	Feb.11,2020
DISPENSING SYSTEM FOR APPLYING DNA TAGGANTS USED IN COMBINATIONS TO TAG ARTICLES	10,926,264 15/867,441	Feb. 23,2021
PATHOGEN SURROGATES BASED ON ENCAPSULATED TAGGED DNA FOR VERIFICATION OF SANITATION AND WASH WATER SYSTEMS FOR FRESH PRODUCE	10,962,512 15/053,731	Mar.30,202
PRODUCT TRACKING AND RATING SYSTEM USING DNA TAGS	11,200,383 16/554,294	Dec. 14, 2021
SANITATION MONITORING SYSTEM USING PATHOGEN SURROGATES AND SURROGATE TRACKING	11,129,915 16/741,668	Sep.28,2021
WATER-SOLUBLE PROLAMIN, PREPARATION THEREOF, AND USES THEREOF FOR FOOD-GRADE APPLICATION INCLUDING PROLAMIN COMPOSITIONS COMBINING PROLAMIN AND DNA TAGGANTS	11,555,186 16/949,085	Jan.17,2023
DNA BASED BAR CODE FOR IMPROVED FOOD TRACEABILITY	16/386,147	Apr. 16, 2019
DISPENSING SYST EM FOR APPLYING DNA TAGGANTS USED IN COMBINATIONS TO TAG ARTICLES	17/248,104	Jan. 8, 2021
USE OF COMBINATORIAL NON-CODING DNA SNIPPETS AS TAGGANTS IN CONSUMER PRODUCTS AND SUPPLY CHAINS	17/164,632	Feb. 1, 2021
AIRBORNE PATHOGEN SIMULANTS AND MOBILITY TESTING	17/165,935	Feb. 2, 2021
PATHOGEN SURROGATES BASED ON ENCAPSULATED TAGGED DNA FOR VERIFICATION OF SANITATION AND WASH WATER SYSTEMS FOR FRESH	17/249,319	Feb. 26, 2021

<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Application Date / Issue Date</u>
SANITATION MONITORING SYSTEM USING PATHOGEN SURROGATES AND SURROGATE TRACKING	17/486,767	Sep. 27, 2021
AIRBORNE PATHOGEN SIMULANTS AND MOBILITY TESTING	17/525,823	Nov. 12, 2021
PRODUCT TRACKING AND RATING SYSTEM USING DNA TAGS	17/544,828	Dec. 7, 2021
PRODUCT TRACKING AND RATING SYSTEM USING DNA TAGS	17/897,069	Aug. 26, 2022

**EXHIBIT C****Trademarks**

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
VERIDART	88882439		4/22/2020
VERIDART	88984237	6768798	6/21/22
	88311177	6159063	9/22/20
	88311171	6159062	9/22/20
MINIDART	88334671	6154288	9/15/20
SANIDART	88334663	6154287	9/15/20
GODART	88311167		*
GOTRACERS	88311160		*
AQUATAGS	88133842		*
SANITRACERS	87676950	5788660	6/25/19
SAFETRACERS	87676941	5788658	6/25/19
SAFETRACES	87676934	5788657	6/25/19

\* — *indicates dead, abandoned or cancelled trademark*