

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826628

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900785609		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chooch Intelligence Technologies Co.		06/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vickers Venture Fund VI Pte. Ltd.		
Street Address:	1 Harbourfront Ave, #16-06 Keppel Bay Tower		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	098632		
Entity Type:	Corporation: SINGAPORE		
Name:	Vickers Venture Fund VI (Plan) Pte. Ltd.		
Street Address:	1 Harbourfront Ave, #16-06 Keppel Bay Tower		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	098632		
Entity Type:	Corporation: SINGAPORE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5964700	CHOOCH	
Registration Number:	5964701	CHOOCH	
Registration Number:	5964699		
Serial Number:	97030727		
Serial Number:	97030731	CHOOCH	
Serial Number:	97796603	CHOOCH IC2	
Serial Number:	97796614	IC2-PT	
Serial Number:	97796616		
Serial Number:	97838880	IMAGECHAT	
Registration Number:	1666294	PRACTICE OPPORTUNITIES	
Registration Number:	1659684	MAG	

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 415-316-2810
Email: magdalene@pillarlegalpc.com
Correspondent Name: Magdalene Bedi
Address Line 1: 1990 N. California Blvd, 8th Floor
Address Line 4: Walnut Creek, CALIFORNIA 94596

NAME OF SUBMITTER:	Magdalene Bedi
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SIGNATURE:	/Magdalene Bedi/
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DATE SIGNED:	07/25/2023
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Total Attachments: 23

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (“**Agreement**”), effective as of June 30, 2023 (“**Effective Date**”), is made between Vickers Venture Fund VI (Plan) Pte. Ltd. (“**Vickers Fund Plan**”), whose primary business address is 1 Harbourfront Ave, #16-06 Keppel Bay Tower, Singapore 098632, Vickers Venture Fund VI Pte. Ltd. (“**Vickers Fund VI**”), together with Vickers Fund Plan, the “**Secured Parties**” and each a “**Secured Party**”), whose primary business address is 1 Harbourfront Ave, #16-06 Keppel Bay Tower, Singapore 098632, and Chooch Intelligence Technologies Co., a Delaware Corporation (“**Debtor**”), whose primary business address is 3 East 3rd Avenue, Suite 200, San Mateo, California 94401.

1. Defined Terms. Unless the context otherwise requires, capitalized terms used in this Security Agreement shall have the following meanings:

“**Accounts**” shall have the meaning assigned to such term in the Code.

“**Books and Records**” shall have the meaning assigned to such term in Section 2(j) hereof.

“**Chattel Paper**” shall have the meaning assigned to such term in the Code.

“**Code**” or “**UCC**” shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the state of Delaware; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest in any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Delaware, the term “**Code**” shall mean the Uniform Commercial Code as enacted and in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“**Collateral**” shall have the meaning assigned to such term in Section 2 hereof.

“**Copyrights**” means all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, including copyright registrations and applications for copyright registrations, including all renewals and extensions thereof, all rights to recover for past, present or future infringements thereof and all other rights whatsoever accruing thereunder or pertaining thereto and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto.

“**Debtor Laws**” means all applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, receivership, insolvency, reorganization or similar laws from time to time in effect affecting the rights of creditors generally.

“**Deposit Account**” shall have the meaning assigned to such term in the Code.

“**Electronic Chattel Paper**” shall have the meaning assigned to such term in the Code.

“**Equipment**” shall have the meaning assigned to such term in the Code.

“**Event of Default**” shall have the meaning assigned to such term in Section 6 hereof.

“**Fixtures**” shall mean all of the property, personal or otherwise, whether now existing or hereafter arising, existing or created, now or hereafter attached to or incorporated into or used in or about the Debtor’s interest in the real property at the address set forth in the first paragraph of this Security Agreement, including all furniture, appliances, furnishings, goods, equipment, and machinery owned by Debtor and other tangible personal property now or hereafter affixed, attached or related to such property or used in connection therewith, and all replacements, substitutions and additions for or to any of the foregoing, and all accessories, attachments and other additions to, substitutes and replacements for, and improvements of, such personal property described above, together with all tools, parts and appurtenances now or at any time used in connection therewith.

“**General Intangibles**” shall have the meaning assigned to such term in the Code.

“**Goods**” shall have the meaning assigned to such term in the Code.

“**Governance Documents**” means the Restated Certificate, the Investors’ Rights Agreement, the ROFR Agreement and the Voting Agreement.

“**Instruments**” shall have the meaning assigned to such term in the Code.

“**Insurance Claim**” means, to the extent of the value of the Collateral and to the extent payable to Debtor or a Secured Party, insurance payable by reason of the loss or non-conformity of, defects or infringement of rights in, or damage to, the Collateral.

“**Intellectual Property**” means, collectively, all intellectual property and proprietary rights in any jurisdiction throughout the world, including all Copyrights, Patents, Trademarks, Software, Internet domain names, social media account identifiers, and Trade Secrets, together with (a) all inventions, processes, production methods, proprietary information, and know-how; (b) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (c) all data and other information relating to sales or service of products now or hereafter offered; (d) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (e) all licenses or user or other agreements granted to or by the Debtor with respect to any of the foregoing, in each case whether now or hereafter owned, acquired or used; and (f) all causes of action, claims and warranties now or hereafter owned or acquired by the Debtor in respect of any of the items listed above, including all rights to recover for past, present or future infringements, dilution, misappropriation, or other violation or impairment thereof and all other rights whatsoever accruing thereunder or pertaining thereto and all income, royalties, license fees damages and payments now or hereafter due and/or payable under or with respect thereto.

“**Inventory**” shall have the meaning assigned to such term in the Code.

“**Investors’ Rights Agreement**” means the amended and restated investors’ right agreement dated on November 12, 2020, by and among the Debtor and its investors.

“**Location**” means the state of formation of Debtor if Debtor was required to register to come into existence.

“**Notes**” shall mean that (i) certain secured promissory note of even date herewith, between Vickers Fund Plan and Debtor, and (ii) certain secured promissory note of even date herewith, between Vickers Fund VI and Debtor, and any one a “**Note**”.

“**Patents**” means all patents and patent applications, including the inventions and improvements described and claimed therein and the right to make, use, import, and/or sell the inventions described or claimed therein, and including the reissues, divisionals, continuations, reexaminations, extensions and continuations-in-part thereof, all rights to recover for past, present or future infringements thereof and all other rights whatsoever accruing thereunder or pertaining thereto and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto.

“**Permitted Liens**” means and includes:

- (a) the liens created by this Agreement;
- (b) liens for fees, taxes, levies, imposts, duties or other governmental charges of any kind which are not yet delinquent or which are being contested in good faith by appropriate proceedings which suspend the collection thereof;
- (c) liens disclosed to Secured Party in an exhibit attached to this Agreement;
- (d) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s or other similar liens arising in the ordinary course of business and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings;
- (e) (1) non-exclusive licenses of intellectual property granted to third parties in the ordinary course of business, (2) licenses that could not result in a legal transfer of title to the licensed property but that may be exclusive in respect other than territory and that may be exclusive as to territory only as to discrete geographical areas outside of the United States, and (3) other exclusive licenses involving Intellectual Property that is not material to the operation of Debtor’s business, provided that, Debtor does not grant such third parties licensee any security interests in connection with such license that prioritize or conflict with Lender’s security interests under this Agreement;
- (f) subject to consent in writing of the Secured Parties, liens upon any equipment or other personal property acquired by Debtor after the date hereof to secure (i) the purchase price of such equipment or other personal property, or (ii) capital lease obligations or indebtedness incurred solely for the purpose of financing the acquisition of such equipment or other personal property; provided that such liens are confined solely to the equipment or other personal property so acquired and the proceeds thereof and the amount secured does not exceed the acquisition price thereof;
- (g) liens to secure payment of workers’ compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than liens imposed by ERISA);
- (h) leases or subleases of real property granted in the ordinary course of Debtor’s business (or, if referring to another Person, in the ordinary course of such Person’s business), and leases, subleases, non-exclusive licenses or sublicenses of personal property granted in the ordinary course of Debtor’s business (or, if referring to another Person, in the ordinary course of such Person’s business), provided that, the leases, subleases, licenses and sublicenses do not prohibit

granting Lender a security interest therein and Debtor does not grant the applicable leasee, subleasee, licensee or sublicensee any security interests in connection with such leases, subleases, licenses and sublicense that prioritize or conflict with Lender's security interests under this Agreement;

"Restated Certificate" means the amended and restated certificate of incorporation of the Debtor.

"ROFR Agreement" means the amended and restated right of first refusal and co-sale agreement dated on November 12, 2020, by and among the Debtor and its investors.

"Secured Indebtedness" shall have the meaning assigned to such term in Section 3 hereof.

"Software" means (a) all computer programs, including source code and object code versions, (b) all data, databases and compilations of data, whether machine readable or otherwise, and (c) all documentation, training materials and configurations related to any of the foregoing.

"Tort Claim" shall have the meaning assigned to the term "Commercial tort claim" in the Code.

"Trade Secrets" means all trade secrets and all other confidential or proprietary information and know-how, including customer lists, processes of production, confidential business information, techniques, processes, formulas, software, source code and object code, whether or not such information has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such information, and the right to sue for past, present and future misappropriation or other violation of any of the foregoing, and all other rights whatsoever accruing thereunder or pertaining thereto and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto.

"Trademarks" means all trade names, corporate names, company names, business names, domain names, trademarks and service marks, logos, other source identifiers, trademark and service mark registrations, and applications for trademark and service mark registrations, including all renewals of trademark and service mark registrations, all goodwill associated therewith, and all rights to recover for past, present or future infringements thereof and all other rights whatsoever accruing thereunder or pertaining thereto and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto.

"Voting Agreement" means the amended and restated voting agreement dated on November 12, 2020, by and among the Debtor and its investors.

2. Grant of Security Interest. For value received and as collateral security for the Secured Indebtedness, Debtor hereby grants to the Secured Parties a security interest, lien and mortgage in and to, and agrees and acknowledges that the Secured Parties have, and shall continue to have, a security interest, lien and mortgage in and to, and assigns to Secured Parties their rights in, and all of Debtor's power to transfer greater title than it has to, all assets of Debtor, including without limitation those assets and properties of Debtor of the types described below, wherever located, however arising or created and whether now owned or existing or hereafter arising, created or acquired:
 - (a) all Accounts;

- (b) all Chattel Paper;
- (c) all Equipment;
- (d) all Fixtures;
- (e) all Inventory and all accessions, attachments and other additions to, substitutes for, replacements for, improvements to and returns of such Inventory;
- (f) all Goods;
- (g) all Instruments;
- (h) all General Intangibles (including without limitation all Intellectual Property, contract rights, choses in action, causes of action, corporate or other business records, inventions, designs, Patents, patent applications, Trademarks, trade names, Trade Secrets, goodwill, Copyrights, registrations, licenses, franchises, claims under guaranties, security interests or other security held or granted to secure payment of contracts by account debtors, all rights to indemnification and all other intangible property of every kind and nature);
- (i) all investment property;
- (j) all Instruments, documents, Chattel Paper, Electronic Chattel Paper, Goods, moneys, securities, drafts, and other property of Debtor now in the possession of and at any time and from time to time hereafter delivered to the Secured Parties or its agents, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Debtor's deposits (general or special), balances, sums, proceeds, and credits with, and any of its claims against, Secured Parties, at any time existing together with the increases and profits received therefrom and the proceeds thereof, including insurance payable because of loss or damage thereto and all deposit accounts, as such term is defined in the Code;
- (k) all Deposit Accounts;
- (l) all letter-of-credit rights;
- (m) all Tort Claims;
- (n) all Insurance Claims;
- (o) all books, records, files, computer programs, data processing records, computer software, documents and other information, property, or general intangibles, at any time evidencing, describing or pertaining to, and all containers and packages for, the property described or referred to in subsections (a) through (i) above (the “**Books and Records**”); and
- (p) all products and proceeds (as defined in the Code) of any of the property described above in any form, and all proceeds of such proceeds, including without limitation all cash and credit balances, all payments under any indemnity, warranty or guaranty with respect to any of such property, all awards for taking by eminent domain, all proceeds of fire or other insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment or termination of any insurance policy, all proceeds obtained as a result of any legal action or proceeding with respect to any of such property, and claims

by Debtor against third parties for loss or damage to, or destruction of, any of such property.

The property described or referred to in subsections (a) through (p) above is hereinafter collectively called the “**Collateral**.” Notwithstanding the foregoing, the Collateral shall not include (i) any equipment subject to a lien in connection with capital leases or purchase money debt financing if the contract or other agreement in which such Lien is granted (or the documentation providing for such purchase money Indebtedness or capital lease obligations) validly prohibits the creation of any other lien on such equipment or such other assets, and (ii) any lease, license or other agreement or any property subject to a capital lease, purchase money security interest or similar arrangement, to the extent that the granting of a lien thereon in favor of the Secured Parties would violate or invalidate such lease, license, agreement, capital lease, purchase money security interest or similar arrangement or create a right of termination in favor of any party thereto (other than the Debtor), so long as such provision exists and so long as such lease, license or agreement was not entered into in contemplation of circumventing the obligation to provide Collateral hereunder, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law including the bankruptcy code, or principles of equity.

3. Indebtedness Secured. The security interest and assignment of rights contained herein is granted to secure the payment and performance of:

- (a) any and all loans, advances (including without limitation future advances), indebtedness, obligations and liabilities of Debtor to Secured Parties however evidenced, whether as principal or guarantor or otherwise, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, original, renewed, or extended (the “**Indebtedness**”), including without limitation Indebtedness arising in connection with, or evidenced by, the Notes, together with all documents evidencing and securing the Notes, and together with all interest thereon;
- (b) all costs and expenses reasonably incurred by Secured Parties to obtain, preserve, perfect and enforce the security interest granted hereby and all other liens and security interests securing payment of the Secured Indebtedness, to collect the Secured Indebtedness and to maintain, preserve and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage charges, advertising costs, brokerage fees and expenses of sale; and
- (c) all renewals, extensions and modifications of the Indebtedness or any part thereof.

The Indebtedness and costs mentioned in this Section 3 are collectively referred to herein as the “**Secured Indebtedness**.”

4. Debtor's Warranties and Representations. Debtor represents and warrants to Secured Parties that:

- (a) Debtor has the authority to execute, deliver and perform this Security Agreement; the execution and performance hereof have been authorized by all necessary action of Debtor; and this Security Agreement is the legal and binding obligation of Debtor, enforceable in accordance with its terms, except as limited by Debtor Laws;
- (b) there is no financing statement or other document creating or evidencing a lien now on file in any public office covering any of the Collateral, or any lien or encumbrance on any of the Collateral, whether such Collateral be real or personal, tangible or intangible, or whether Debtor is named or signed as Debtor, except for Permitted Liens or as heretofore disclosed to Secured Parties in writing;
- (c) Debtor has, and, as to after-acquired Collateral, will have when such Collateral becomes subject to this Security Agreement, good, indefeasible and merchantable title to, and ownership of, the Collateral, subject only to Permitted Liens;
- (d) The UCC financing statements to be filed in the proper UCC filing office in the jurisdiction in which Debtor is located, which includes true and correct information with respect to the Debtor;
- (e) Debtor's state of incorporation is the State of Delaware, and its entity number is 5903172; Debtor's chief executive office is located at 3 East 3rd Avenue, Suite 212, San Mateo, California 94401; Debtor's exact legal name is as set forth in the first paragraph of this Security Agreement and the Debtor has not used any other corporate or organizational name;
- (f) All Collateral consisting of Equipment, Fixtures, Goods and/or Inventory is located solely in the states of California and in Turkey and India;
- (g) no dispute, right of setoff, counterclaim or defenses exist with respect to the Collateral or any part of the Collateral except for Permitted Liens;
- (h) all of the representations and warranties made by Debtor in all instruments and documents evidencing and securing the Secured Indebtedness or any part thereof, including without limitation this Security Agreement, are true and correct in all material respects;
- (i) there has been no change in the name of Debtor, or the name under which Debtor conducts its business, within the five years preceding the date of execution of this Security Agreement; and
- (j) neither the execution and delivery of this Security Agreement and the other documents executed in connection herewith, nor consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene or conflict with any provision of law, statute or regulation to which Debtor is subject or any judgment, license, order or permit applicable to Debtor or any indenture, mortgage, deed of trust, agreement or other instrument to which Debtor is a party or by which Debtor may be bound, or to which Debtor may be subject, or violate, contravene or conflict with, or require any approval, consent or waiver under, other than such approvals, consents or waivers that have been obtained by the Effective Date, any provision of the bylaws of

Debtor, the instruments of incorporation forming Debtor (if Debtor is a corporation), the Debtor's Governance Documents or any other agreement to which the Debtor is a party.

5. Debtor's Covenants and Agreements. Debtor covenants and agrees with the Secured Parties that:

- (a) Debtor shall, at its expense, promptly make, procure, execute and deliver such financing statement or statements, or amendments thereof or supplements thereto, or other instruments, certificates, assignments, passbooks and supplemental writings, and do and deliver all acts, things, writings and assurances as Secured Parties may from time to time reasonably require in order to create, preserve, perfect, maintain the perfection of or validate the security interest granted to the Secured Parties hereunder or to enable the Secured Parties to exercise and enforce its rights hereunder with respect to such security interest, and without limiting the foregoing, shall:
 - (i) execute and delivery such short-form security agreement, in the form attached hereto as Exhibit A, as may be appropriate in the reasonable judgment of the Secured Parties to protect the interest of the Secured Parties in respect of that portion of the Collateral related to Intellectual Property in the United States; and
 - (ii) authorize the Secured Parties to file UCC financing statements describing the Collateral as "all assets of the Debtor" (or words of similar effect) of Debtor (provided that no such description shall be deemed to modify the description of Collateral set forth in Section 2) in such form and in such offices as the Secured Parties determines appropriate to perfect the security interests of the Secured Parties under this Agreement and the short-form security agreement referenced in Section 2(a).
- (b) in the event, for any reason, that the law of any jurisdiction other than the State of Delaware becomes or is applicable to the Collateral, or any part thereof, or to any of the Obligations, Debtor agrees to execute and deliver all such instruments and to do all such other things as may be reasonably necessary or appropriate to preserve, protect and enforce the security interest or lien of Secured Parties, under the law of such other jurisdiction, to at least the same extent as such security interest would be protected under the Code;
- (c) until the termination of this Security Agreement, Debtor will not authorize and there will not be on file in any public office any financing statement or statements creating or evidencing a lien covering any of the Collateral, except Permitted Liens, and Debtor further agrees that it will keep the Collateral free from any lien, attachment, security interest, sequestration, encumbrance, or any other legal or equitable process, or any encumbrance of any kind or character, except Permitted Liens;
- (d) Debtor shall keep the Collateral in good repair and condition, and shall use reasonable care to prevent the Collateral from being damaged or depreciated, ordinary wear and tear excepted, and each Secured Party and its agents shall have the right to examine, audit, inspect and copy, as the case may be, the Collateral, including, without limitation, the Books and Records (which Debtor agrees to keep in complete and accurate form), at any reasonable time and from time to time once per year;

- (e) unless and until notified to the contrary by Secured Parties, Debtor shall promptly, at its expense:
 - (i) deliver to each Secured Party, with appropriate endorsement or assignment, all instruments, chattel paper, monies, checks, notes, drafts and other evidence of indebtedness, or other property in the nature of items of payment representing proceeds of any of the Collateral, or arising from an account, which are then in, or may thereafter come into, Debtor's possession; provided, however, proceeds from the sale of property that has been replaced by new property of value equal to or greater than the value of the replaced property when new may be retained by Debtor; and
 - (ii) upon the request of any Secured Party during a Continuing Event of Default (as defined below), direct all parties obligated on any of the Collateral to make all payments due or to become due thereon directly to such Secured Party or to such other person or officer as may be specified by such Secured Party;
- (f) Debtor shall pay the amount of all reasonable and documented out of pocket expenses necessary and perform any and all steps to cooperate with and assist the Secured Parties to obtain, preserve, perfect, defend and enforce the Secured Parties' security interest in the Collateral and to preserve, defend, enforce and collect the Collateral;
- (g) none of the Collateral with an individual value in excess of \$25,000 or an aggregate value in excess of \$50,000 shall be removed from its present location or disposed of by Debtor without the prior written consent of all Secured Parties, except Debtor may sell Inventory in the ordinary course of business. All risk and liability for safekeeping of the Collateral shall at all times, either before or after possession thereof by Secured Parties, remain that of Debtor;
- (h) Debtor shall have and maintain insurance at all times with respect to the Collateral in such amounts, in such form and with such companies as is customary in Debtor's industry. All such policies of insurance shall provide for written notice to Secured Parties of cancellation or any other action and be payable to Secured Parties, and Debtor shall provide Secured Parties with evidence satisfactory to Secured Parties of compliance with the terms of this paragraph. During a Continuing Event of Default (as defined below), Secured Parties may act, and Debtor hereby appoints Secured Parties, as attorney-in-fact for Debtor in obtaining, adjusting, settling and cancelling such insurance, and endorsing any payments or proceeds therewith. Debtor shall bear the risk of loss to the extent of any deficiency in any effective insurance coverage with respect to loss or damage to the Collateral or any of the Collateral. Debtor shall pay, or cause to be paid, all premiums for such insurance as and when such premiums become due, shall furnish to Secured Parties satisfactory proof of the timely making of such payments, shall deliver all renewal policies to Secured Parties at least fourteen (14) days before the expiration date of each expiring policy and shall cause such policy to require the insurer to give notice to each Secured Party, addressed to such Secured Party at its address in the preamble hereof (or at such other address such Secured Party designates), of termination of any such policy ten (10) days before such termination is to be effective;
- (i) Debtor hereby agrees to indemnify and hold each Secured Party harmless from and against any and all present and future claims, actions, liabilities and damages arising in

connection with this Security Agreement, the Secured Indebtedness, or the Collateral, except for any of the foregoing arising out of the gross negligence or willful misconduct of such Secured Party and all costs and expenses (including reasonable attorneys' fees) incurred by such Secured Party in respect thereof;

- (j) Debtor will promptly notify each Secured Party of any material change occurring in or to the Collateral, of any change in Debtor's location, principal place of business, chief executive office or principal residence, as appropriate, of any material change in any fact or circumstance warranted or represented by Debtor to Secured Parties, or if any Event of Default occurs; and
- (k) Debtor will not use the Collateral illegally and, whenever any of the Collateral includes obligations of third parties to the Debtor, such Collateral shall conform in all respects to the applicable requirements of any state or federal consumer credit law and Debtor shall hold each Secured Party harmless and indemnify Secured Party for any costs, losses or expenses incurred by such Secured Party, including attorney's fees, arising from any illegality in connection with the Collateral.

6. Events of Default. Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions (hereinafter called an "**Event of Default**"):

- (a) if Debtor fails to pay the Secured Indebtedness, or any part thereof, when it becomes due, whether at the stated maturity, by acceleration or otherwise;
- (b) if Debtor fails promptly to keep and perform any covenant or agreement contained herein or in any other agreement, deed of trust, mortgage or instrument executed as security for or in connection with the Secured Indebtedness, or any part thereof and such failure continues for a period of 10 days;
- (c) the occurrence of a default or event of default under any agreement, assignment, deed of trust, security agreement or any other instrument or document executed as security for, evidence of, or in connection with the Secured Indebtedness, or any part thereof subject to any cure or grace period applicable thereto;
- (d) any statement, representation or warranty in this Security Agreement, or any agreement, assignment, deed of trust, security agreement or any other instrument or document executed as security for, evidence of, or in connection with the Secured Indebtedness, or any part thereof, is false, misleading or erroneous in any material respect when made;
- (e) Debtor shall:
 - (i) execute a general assignment for the benefit of its creditors, or
 - (ii) become the subject, voluntarily or involuntarily, of any bankruptcy, insolvency or reorganization proceeding, or
 - (iii) admit in writing its inability to pay its debts generally as they become due or fail to pay its debts as they become due, or
 - (iv) apply for or consent to the appointment of a custodian, receiver, trustee, or liquidator of itself or of all or a substantial part of its assets, or

- (v) file a voluntary petition seeking protection under any debtor's relief, or other insolvency law now or hereafter existing, or
- (vi) file an answer admitting the material allegations of, or consenting to, or default in filing an answer to, a petition filed against it in any bankruptcy, reorganization or other insolvency proceedings, or
- (vii) institute or voluntarily be or become a party to any other judicial proceedings intended to effect a discharge of its debts, in whole or in part, or a postponement of the maturity or the collection thereof, or a suspension of any of the rights or powers of Secured Parties granted in the Notes or this Security Agreement;
- (f) an order, judgment or decree shall be entered by any court of competent jurisdiction appointing a custodian, receiver, trustee, or liquidator of Debtor or of all or any substantial part of its assets;
- (g) the failure to have discharged within a period of ten (10) days after the commencement thereof any attachment, sequestration, or similar proceedings against any of Debtor's assets;
- (h) the ownership of the Collateral or any of the Collateral with an individual value in excess of \$25,000 or an aggregate value in excess of \$50,000, except for Inventory sold in the ordinary course of business, or any legal or equitable interest therein, becomes vested in a person or entity other than Debtor;
- (i) the loss, theft, destruction, reduction in value, damage to or condemnation of the Collateral, or any material part of the Collateral, unless such loss is fully covered by insurance proceeds, and such proceeds are promptly received by Debtor or Secured Parties under the terms of this Security Agreement;
- (j) default shall occur in the payment of any material indebtedness in excess of \$25,000 of Debtor or any guarantor of such indebtedness or any part thereof or of the Secured Indebtedness or any part of the Secured Indebtedness, or any such indebtedness shall become due before its stated maturity by acceleration of the maturity thereof or otherwise, and such default or acceleration, as the case may be, shall, in the reasonable determination of Secured Parties, impair Debtor's or any such guarantor's ability to pay the Secured Indebtedness;
- (k) Secured Parties liens, mortgages or security interests in any of the Collateral should become unenforceable, or cease to be first priority liens, mortgages or security interests, subject to Permitted Liens;
- (l) any event as described in Section 6 of the Notes; or
- (m) the dissolution, liquidation, merger or termination of Debtor.

7. Secured Parties' Rights and Remedies.

- (a) Each Secured Party, at any time during the continuance of an Event of Default, which includes but is not limited to (i) following the occurrence of an Event of Default for which no cure period exists and (ii) following the expiration of the applicable cure period

for an Event of Default that was not cured during such period (a “**Continuing Event of Default**”):

- (i) may require Debtor to deposit in a special account at a bank to be designated by such Secured Party in the name of such Secured Party and styled “Collateral Account” any and all payments received by Debtor with respect to the Collateral. Funds in such account are hereby assigned to such Secured Party and shall be impressed with the lien hereof to secure the Secured Indebtedness;
 - (ii) may, at the sole option of such Secured Party, discharge taxes, liens and interest, perform or cause to be performed, for and on behalf of Debtor, any actions and conditions, obligations or covenants that Debtor has failed or refused to perform, and may pay for the repair, maintenance or preservation of any of the Collateral, and may do all other things deemed necessary by such Secured Party to perfect the security interest granted hereby and to preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, and may exercise all rights of Debtor in the Collateral, and Debtor hereby appoints the applicable Secured Party its attorney-in-fact for such purposes, and all sums expended therefor, including, but limited to, attorneys' fees, court costs, agents' fees or commissions, or any other costs or expenses, shall become part of the Secured Indebtedness, shall bear interest from the date of payment at the highest lawful rate and shall be payable at the place designated for payment of the Secured Indebtedness and shall be secured by this Security Agreement; and
 - (iii) may, in its sole discretion, require Debtor to give possession or control of the Collateral to such Secured Party; endorse as Debtor's agent any instruments, documents or accounts relating to the Collateral; contact account debtors directly to verify accounts; notify account debtors and any other parties liable under the Collateral to make payment directly to such Secured Party; take control of the Collateral or proceeds thereof, including without limitation stock or cash dividends or stock splits, and use cash proceeds to reduce any part of the Secured Indebtedness; exchange any of the Collateral for any other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depository, transfer agent, registrar or other designated agency upon such terms as such Secured Party may determine; and may require Debtor to use its best efforts to cause the issuer of the Collateral to register any or all of the Collateral under applicable securities laws, at the expense of Debtor or such issuer.
- (b) During a Continuing Event of Default, each Secured Party may, at its option, in addition to the rights and remedies provided in Section 7(a) hereof, without demand, presentment, notice of intention to accelerate, notice of acceleration or any other notice (which are fully waived):
- (i) declare the entire unpaid balance of the principal of the Secured Indebtedness to be in default and immediately due and payable, together with all accrued and unpaid interest thereon, reasonable attorneys' fees and all other collection charges;

- (ii) in addition to the rights and remedies provided in this Security Agreement, or in any other agreement, instrument or undertaking executed by Debtor, invoke the rights and remedies of a secured party under the Code and any and all other laws;
 - (iii) open and dispose of all mail addressed to Debtor and notify postal authorities to change the address for delivery thereof to such address as such Secured Party may designate;
 - (iv) take possession and dispose of all or any portion of the Collateral, at public or private sale, as a unit or in parcels, upon any terms and prices and in any order, free from any claim or right of any kind including any equity of redemption of Debtor, ANY SUCH DEMAND, RIGHT OR EQUITY BEING EXPRESSLY WAIVED AND RELEASED; and for such purpose such Secured Party may maintain all or any part of the Collateral on Debtor's premises for such period of time as may be reasonably necessary without any charge whatsoever. Upon any Secured Party's demand, Debtor will take all steps necessary to prepare the Collateral (including without limitation making any repairs to the Collateral requested by Secured Party) for and otherwise assist in any proposed disposition of the Collateral; and assemble the Collateral and make it available to such Secured Party at a reasonably convenient location. Any disposition of the Collateral may be made by way of one or more contracts and at any such disposition it shall not be necessary to exhibit the Collateral.
- (c) In addition:
- (i) No Secured Party shall be liable for any act or omission on the part of any Secured Party, its officers, agents or employees, except for gross negligence or willful misconduct. All rights and remedies of Secured Parties hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other;
 - (ii) the rights, titles, interests, liens and securities of Secured Parties hereunder shall be cumulative of all of the securities, rights, titles, interests or liens that Secured Parties may now or at any time hereafter hold securing the payment of the Secured Indebtedness, or any part thereof;
 - (iii) Each Secured Party is hereby expressly authorized to apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and Debtor hereby expressly consents to any such appointment;
 - (iv) Each Secured Party shall be entitled to apply the proceeds of any sale or other disposition of the Collateral, and the payments received by any Secured Party with respect to any of the Collateral, first to the payment of all its reasonable expenses, including attorneys' fees and legal expenses, incurred in holding and preparing the Collateral, or any part thereof, for sale or other disposition, in arranging for such sale or other disposition, and in actually selling the same, and next toward payment of the balance of the Secured Indebtedness in such order and manner as a Secured Party in its sole discretion may deem advisable. Secured Parties shall account to the Debtor for any surplus. If the proceeds are not sufficient to pay the Secured Indebtedness in full, the Debtor shall remain liable for any deficiency.

8. Miscellaneous.

- (a) THIS SECURITY AGREEMENT IS EXECUTED AND DELIVERED IN, AND THE VALIDITY, ENFORCEABILITY AND INTERPRETATION OF THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND THE LAWS OF THE UNITED STATES OF AMERICA.
- (b) THE DELAWARE STATE AND UNITED STATES FEDERAL COURTS SITTING IN WILMINGTON, DELAWARE, AND ANY OTHER COURT IN ANY OTHER JURISDICTION IN WHICH AN ACTION IS BROUGHT AGAINST A PARTY TO THIS AGREEMENT BY A THIRD PERSON ASSERTING A CLAIM AGAINST WHICH THE DEFENDANT IS ENTITLED UNDER THIS AGREEMENT TO BE INDEMNIFIED, SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DOCUMENTS RELATED HERETO, AND EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR HIMSELF OR ITSELF AND HIS OR ITS PROPERTY, TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH ACTION OR PROCEEDING OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH DELAWARE STATE OR UNITED STATES FEDERAL COURT OR SUCH OTHER COURT AS IS PROVIDED FOR IN THE PRECEDING SENTENCE AND THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. SERVICE OF ANY PROCESS OR OTHER DOCUMENT BY REGISTERED MAIL OR NATIONALLY RECOGNIZED OVERNIGHT DELIVERY SERVICE TO THE ADDRESS FOR THE PARTY RECEIVING THAT SERVICE SET OUT IN THIS AGREEMENT, OR SUCH OTHER ADDRESS AS THAT PARTY MAY SPECIFY IN WRITING TO THE OTHER PARTY FROM TIME TO TIME, SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.
- (c) This Security Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, representatives, administrators, successors and assigns (provided that the Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of the Secured Parties).
- (d) Any notice of sale, disposition or other action by any Secured Party required by the Code and sent to Debtor at Debtor's address shown above, or at such other address of Debtor as may from time to time be shown on the records of such Secured Party, at least ten (10) days prior to such action, shall constitute reasonable notice to Debtor. Notice shall be deemed given or sent when mailed postage prepaid to Debtor's address.
- (e) No failure on the part of any Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by any Secured Party of any right, power or remedy hereunder

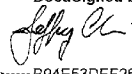
preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

- (f) This Security Agreement shall not be amended in any way except by a written agreement signed by the parties hereto.
- (g) The Debtor agrees to reimburse the Secured Parties for reasonable and documented out of pocket expenses incurred in connection with this Security Agreement, including all costs and fees payable in connection with filing and recording of financing statements, security agreements and other documents within the United States, which may be required under any applicable law, or which the Secured Parties may reasonably request, in order (i) to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created hereby on the Collateral or (ii) to reasonably enable the Secured Parties to exercise and enforce its rights and remedies hereunder with respect to any Collateral.
- (h) This Security Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by email or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.
- (i) If any provision hereof is held to be invalid, illegal or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Secured Parties in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) the invalidity, illegality or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the Effective Date.

VICKERS VENTURE FUND VI (PLAN) PTE. LTD.

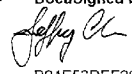
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By: _____

Name: Dr. Jeffrey Chi

Title: Authorized Signatory

VICKERS VENTURE FUND VI PTE. LTD.

DocuSigned by:

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By: _____

Name: Dr. Jeffrey Chi

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the Effective Date.

CHOOCH INTELLIGENCE TECHNOLOGIES CO.

By:  _____

Name: Emrah Gultekin

Title: Chief Executive Officer

Exhibit "A"

GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** ("**Agreement**"), effective as of June 30, 2023 is made by Chooch Intelligence Technologies Co. a Delaware corporation with its principal place of business at 3 East 3rd Avenue, Suite 200, San Mateo, California 94401 (the "**Obligor**"), in favor of each of Vickers Venture Fund VI Pte. Ltd., and Vickers Venture Fund VI (Plan) Pte. Ltd., each as the Lender (each as defined in the applicable secured promissory note dated as of June 30, 2023 (the "**Note**"), among the Obligor and the applicable Lender.

WITNESSETH:

WHEREAS, in connection with the Note, the Obligor has executed and delivered a Security Agreement, dated as of June 30, 2023, in favor of the Lenders (amended from time to time, the "**Security Agreement**"), pursuant to which the Obligor pledged and granted to the Lenders, for the benefit of the Lenders, a continuing security interest in all of such Obligor's right, title and interest in, to and under all of its property used, conceived, registered, or otherwise practiced in the United States, including the Intellectual Property and the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to provide the loans pursuant to the Notes, the Obligor agrees, for the benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Intellectual Property to the extent constituting Collateral (as defined in the Security Agreement), including without limitation, those listed on Schedule A hereto (collectively, the "**Collateral**"), to each of the Lender for the benefit of such Lender to secure payment, performance and observance of the obligations under the applicable Note.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral

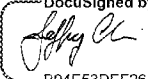
granted hereby are more fully set forth in the Note and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Intellectual Property to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VICKERS VENTURE FUND VI PTE. LTD.

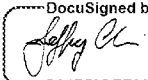
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By: _____

Name: Dr. Jeffrey Chi

Title: Authorized Signatory

VICKERS VENTURE FUND VI (PLAN) PTE. LTD.

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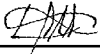
By: _____

Name: Dr. Jeffrey Chi

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Intellectual Property to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHOOCH INTELLIGENCE TECHNOLOGIES CO.

By:  _____


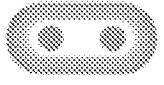


Name: Emrah Gultekin

Title: Chief Executive Officer


SCHEDULE A

Intellectual Property

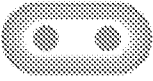
United States Trademark Registrations

Trademark	Serial No	Filing Date	Reg No	Reg Date	Record Owner
CHOOCH	88147023	2018/10/8	5964700	2020/1/21	Chooch Intelligence Technologies Co.
	88147024	2018/10/8	5964701	2020/1/21	Chooch Intelligence Technologies Co.
	88147020	2018/10/8	5964699	2020/1/21	Chooch Intelligence Technologies Co.
	97030727	2021/9/16	TBD	TBD	Chooch Intelligence Technologies Co.
Chooch	97030731	2021/9/16	TBD	TBD	Chooch Intelligence Technologies Co.
CHOOCH IC2	97796603	2023/2/15	TBD	TBD	Chooch Intelligence Technologies Co
IC2-PT	97796614	2023/2/15	TBD	TBD	Chooch Intelligence Technologies Co.
	97796616	2023/2/15	TBD	TBD	Chooch Intelligence Technologies Co.
IMAGECHAT	97838880	2023/3/14	TBD	TBD	Chooch Intelligence Technologies Co

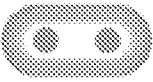
Turkey Trademark Registrations

Trademark	Serial No	Filing Date	Reg No	Reg Date	Record Owner
	1666294	2022/3/21	1666294	2022/3/21	Chooch Intelligence Technologies Co.

European Union Trademark Registrations

Trademark	Serial No	Filing Date	Reg No	Reg Date	Record Owner
	1666294	2022/3/21	1666294	2022/3/21	Chooch Intelligence Technologies Co.
CHOOCH	1659684	2022/3/21	1659684	2022/3/21	Chooch Intelligence Technologies Co.

Madrid (WIPO) Trademark Registrations

Trademark	Serial No	Filing Date	Reg No	Reg Date	Record Owner
	1666294	2022/3/21	1666294	2022/3/21	Chooch Intelligence Technologies Co.
CHOOCH	1659684	2022/3/21	1659684	2022/3/21	Chooch Intelligence Technologies Co.

United States Patent Registrations

Patent	App No	Filing Date	Pub No	Pub Date	Record Owner
Contextually Generated Perceptions	16/263,326	2019/1/31	US 11,354,351 B2	2022/6/7	Chooch Intelligence Technologies Co.
Contextually Generated Perceptions	17/833,705	2022/6/6	US 2022/0300 551 A1	2022/9/22	Chooch Intelligence Technologies Co.
Automated Generation of Training Data for Contextually Generated Perceptions	17/233,986	2021/4/19	US 2021/0326 646 A1	2021/10/21	Chooch Intelligence Technologies Co.

WIPO Patent Registrations

Patent	App No	Filing Date	Pub No	Pub Date	Record Owner
Contextually Generated Perceptions	PCT/US20 20/015655	2020/1/29	WO/2020/1 60131	2020/8/6	Chooch Intelligence Technologies Co.