

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AudioEye, Inc.		11/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SG CREDIT PARTNERS, INC.		
Street Address:	500 Newport Center Dr.		
Internal Address:	Suite 580		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4402544	AUDIOEYE	
Registration Number:	7003320	AUDIOEYE	
Registration Number:	1652911	FUELMASTER	
Registration Number:	5796021	BOOM. DONE.	
Registration Number:	4738980	EQUAL ACCESS FOR ALL	
Registration Number:	5712060	YOUR WEB ACCESSIBILITY ALLY	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	Results-UCCTeam6@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125 (96261091TF)		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Matthew T. Callahan		
SIGNATURE:	/Matthew T. Callahan/		
DATE SIGNED:	11/30/2023		

OP \$165.00 4402544

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AudioEye, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 30, 2023

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SG Credit Partners, Inc.

Street Address: 500 Newport Center Dr., Suite 580

City: Newport Beach

State: CA

Country: USA Zip: 92660

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew T. Callahan

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: _____

Docket Number: _____

Email Address: mcallahan@otterbourg.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /s/Matthew T. Callahan

11/30/23

Signature

Date

Matthew T. Callahan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of November 30, 2023 by AudioEye, Inc., a Delaware corporation ("Grantor") in favor of SG Credit Partners, Inc., a Delaware corporation ("Lender");

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT

REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK, IN A CITY TO BE DESIGNATED BY LENDER, OR IN THE CITY OF NEW YORK, STATE OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.8 of the Loan Agreement.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AUDIOEYE, INC.

DocuSigned by:

By: _____
Name: David Moradi
Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SG CREDIT PARTNERS, INC.

By: Marc Cole
Name: Marc Cole
Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

<u>Loan Party</u>	<u>Patent Title</u>	<u>Application No.</u>	<u>Req. No.</u>	<u>Date of Registration</u>
AudioEye, Inc.	SYSTEMS, DEVICES, AND METHODS FOR AUTOMATED AND PROGRAMMATIC CREATION AND DEPLOYMENT OF REMEDIATIONS TO NON-COMPLIANT WEB PAGES OR USER INTERFACES	15/999116	10,423,709	2019-09-24
AudioEye, Inc.	SYSTEMS, DEVICES, AND METHODS FOR FACILITATING WEBSITE REMEDIATION AND PROMOTING ASSISTIVE TECHNOLOGIES	16/533568	10,762,280	2020-09-01
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	15/074818	10,444,934	2019-10-15
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/430210	10,928,978	2021-02-23
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991329	10,845,946	2020-11-24
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991346	10,809,877	2020-10-20
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991416	10,845,947	2020-11-24
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991304	10,866,691	2020-12-15
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991405	10,860,173	2020-12-08
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/147323	11,157,682	2021-10-26
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/168923	11,080,469	2021-08-03

AudioEye, Inc.	ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/169265			
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/1692291	11,029,815	2021-06-08	
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991584	11,064,532	2021-07-13	
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991671	10,867,120	2020-12-15	
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/119368	10,896,286	2021-01-19	
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/169346	11,151,304	2021-10-19	
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/447680	10,997,361	2021-05-04	
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/809858	11,455,458	2022-09-27	
AudioEye, Inc.	METHOD AND APPARATUS FOR WEBSITE NAVIGATION BY THE VISUALLY IMPAIRED	10/637970	11,727,195	2023-08-29	
AudioEye, Inc.	SYSTEM AND METHOD FOR AUDIO CONTENT GENERATION	13/098677	7,653,544	2010-01-26	
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/447654	8,260,616	2012-09-04	
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	18/344772			
AudioEye, Inc.	DISTRIBUTED SYSTEMS AND METHODS FOR FACILITATING WEBSITE REMEDIATION AND PROMOTING ASSISTIVE TECHNOLOGIES AND DETECTING COMPLIANCE ISSUES	17/451273			

(b) Trademarks and Trademark Licenses

Owner	Country	Trademark Title	Application No.	Date of Application	Req. No.	Date of Registration
AudioEye, Inc.	United State of America	AUDIOEYE	85676991	7/3/12	4402544	9/17/13
AudioEye, Inc.	United State of America	AUDIOEYE	90875348	8/10/21	7003320	3/21/23
AudioEye, Inc.	Madrid Protocol (International Registration)	AUDIOEYE	1652911	1/19/22	1652911	1/19/22
AudioEye, Inc.	Australia designation of Madrid Protocol	AUDIOEYE	1652911	1/19/22	1652911	6/9/22
AudioEye, Inc.	Canada designation of Madrid Protocol	AUDIOEYE	2176252	1/19/22	Pending	Pending
AudioEye, Inc.	United Kingdom designation of Madrid Protocol	AUDIOEYE	W00000001652911	1/19/22	1652911	6/30/22
AudioEye, Inc.	Israel designation of Madrid Protocol	AUDIOEYE	350655	1/19/22	1652911	12/7/22
AudioEye, Inc.	Japan designation of Madrid Protocol	AUDIOEYE	2022-354742	1/19/22	1652911	6/15/23
AudioEye, Inc.	United State of America	BOOM DONE	88099513	8/30/18	5796021	7/2/19
AudioEye, Inc.	United State of America	EQUAL ACCESS FOR ALL	86413196	10/2/14	4738980	5/19/15
AudioEye, Inc.	United State of America	SPRINGTIME	97932098	5/11/23	Pending	Pending
AudioEye, Inc.	United State of America	YOUR WEB ACCESSIBILITY ALLY	87590156	8/30/17	5712060	4/2/19

(c) Copyrights and Copyright Licenses

None.

TRADEMARK

REEL: 008274 FRAME: 0576

RECORDED: 11/30/2023