

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTUMINT, INC.		12/07/2023	Corporation: MARYLAND
OPTOTRAFFIC, LLC		12/07/2023	Limited Liability Company: MARYLAND
OPTOPARK LLC		12/07/2023	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Ave., Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	98091784		
Serial Number:	98091798	ALTUMINT	
Serial Number:	98091805	ALTUMINT	
Serial Number:	98111904	VIOVIEW	
Serial Number:	98111893	SAFE COMMUNITIES. SMART SOLUTIONS.	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	2212167 TM		

OP \$140.00 98091784

NAME OF SUBMITTER:	Deb Nihiser
SIGNATURE:	/Deb Nihiser/
DATE SIGNED:	12/15/2023
Total Attachments: 7 source=Hercules - Altumint - IP Security Agreement [Executed] - TO COGENCY FOR RECORDING 12.14.23 (TRADEMARKS)#page2.tif source=Hercules - Altumint - IP Security Agreement [Executed] - TO COGENCY FOR RECORDING 12.14.23 (TRADEMARKS)#page3.tif source=Hercules - Altumint - IP Security Agreement [Executed] - TO COGENCY FOR RECORDING 12.14.23 (TRADEMARKS)#page4.tif source=Hercules - Altumint - IP Security Agreement [Executed] - TO COGENCY FOR RECORDING 12.14.23 (TRADEMARKS)#page5.tif source=Hercules - Altumint - IP Security Agreement [Executed] - TO COGENCY FOR RECORDING 12.14.23 (TRADEMARKS)#page6.tif source=Hercules - Altumint - IP Security Agreement [Executed] - TO COGENCY FOR RECORDING 12.14.23 (TRADEMARKS)#page7.tif source=Hercules - Altumint - IP Security Agreement [Executed] - TO COGENCY FOR RECORDING 12.14.23 (TRADEMARKS)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of December 7, 2023, is made by ALTUMINT, INC., a Maryland corporation (“Company”), OPTOTRAFFIC, LLC, a Maryland limited liability company (“Optotraffic”), OPTOPARK LLC, a Maryland limited liability company (“Optopark”; together with Company and Optotraffic, individually or collectively, as the context may require, the “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent (in such capacities, together with its successors and assigns in such capacities, the “Administrative Agent”) for the ratable benefit of the Lenders party from time to time to the Loan Agreement (as defined below).

WHEREAS, the Grantor, as borrower, the lenders from time to time party thereto, as lenders, and the Administrative Agent are parties to that Loan and Security Agreement, dated as of December 7, 2023 (as amended, restated, amended and restated, modified, renewed, extended, or replaced from time to time, the “Loan Agreement”).

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Administrative Agent a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions: Interpretation.

(a) Terms Defined in the Loan Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Intellectual Property Collateral” has the meaning set forth in Section 2.

(a) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the respective meanings assigned to such terms in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(b) Interpretation. The rules of interpretation set forth in the Loan Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the prompt and complete payment when due (whether on the payment dates or otherwise) of all the Secured Obligations, the Grantor hereby grants to the Administrative Agent a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Intellectual Property Collateral”):

(i) (A) all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers) in each case that are set forth in Schedule A hereto; (B) all renewals and extensions thereof; and (C) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith; and

(ii) (A) all patent applications or issued patents in each case that are set forth in Schedule B hereto; and (B) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) and (ii), the security interest created hereby shall not extend to, and the term "Intellectual Property Collateral" shall not include, any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent to use trademark application pursuant to 15. U.S.C. Section 1060(a) (or any successor provision) such intent to use application shall constitute Intellectual Property Collateral.

SECTION 3 Supplement to Loan Documents. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Documents and in the event of any inconsistency between the terms and provisions of this Agreement and the Loan Documents, the terms and provisions of the Loan Documents shall control. The Grantor acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Loan Documents (other than this Agreement) and all such rights and remedies are cumulative.

SECTION 4 Further Assurances. To the extent required under the Loan Documents, upon the request of the Administrative Agent, the Grantor shall promptly take such further action (other than making filings with the USPTO, which are addressed in the second sentence of this Section 4) and execute all such additional documents and instruments in connection with this Agreement as the Administrative Agent in its reasonable discretion may deem necessary or advisable to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Intellectual Property Collateral, including any documents for filing with the USPTO. The Grantor shall, at its own expense, file and record in the proper filing and recording places this Agreement with the USPTO.

SECTION 5 Administrative Agent's Duties. Notwithstanding any provision contained in this Agreement, the Administrative Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so except as expressly set forth in the Loan Documents. Except for and the accounting for moneys actually received by the Administrative Agent hereunder (and except as expressly set forth in the Loan Documents), the Administrative Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

SECTION 6 Termination. This Agreement and the security interest granted herein shall terminate in accordance with the terms of the Loan Agreement.

SECTION 7 No Waiver. Any forbearance or failure or delay by the Administrative Agent in exercising any right, power or remedy hereunder shall not be deemed a waiver thereof and any single or

partial exercise of any right, power or remedy shall not preclude the further exercise thereof. No waiver shall be effective unless it is in writing and signed by an officer of the Administrative Agent.

SECTION 8 Recordation. The Grantor hereby authorizes and requests that the Commissioner for Trademarks or the Commissioner for Patents, as applicable, record this Agreement with the USPTO.

SECTION 9 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except that the Grantor may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent.

SECTION 10 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

SECTION 11 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 12 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

ALTUMINT, INC.

Signature: Sue Vestri
Print Name: Sue Vestri
Title: Secretary and Treasurer

OPTOTRAFFIC, LLC

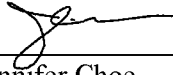
Signature: Sue Vestri
Print Name: Sue Vestri
Title: Secretary and Treasurer

OPTOPARK LLC

Signature: Sue Vestri
Print Name: Sue Vestri
Title: Secretary and Treasurer

ADMINISTRATIVE AGENT:

HERCULES CAPITAL, INC.

By: 
Name: Jennifer Choe
Title: Associate General Counsel

[Signature Page to Intellectual Property Security Agreement]


TRADEMARK
REEL: 008289 FRAME: 0661

SCHEDULE A

Registered U.S. Trademarks of the Grantor

None.

Pending U.S. Trademark Applications of the Grantor

Mark	Owner	Country	Application No.	Application Date	Status
	Altumint, Inc.	U.S.	98091784	07/19/2023	Pending
ALTUMINT	Altumint, Inc.	U.S.	98091798	07/19/2023	Pending
altumint	Altumint, Inc.	U.S.	98091805	07/19/2023	Pending
VIOVIEW	Altumint, Inc.	U.S.	98111904	08/01/2023	Pending
SAFE COMMUNITIES SOLUTIONS SMART	Altumint, Inc.	U.S.	98111893	08/01/2023	Pending

SCHEDULE B

Issued U.S. Patents of the Grantor

Title	Owner	Country	Application No.	Application Date	Patent No.	Issue Date
Method and systems for traffic surveillance and law enforcement	Optotraffic, LLC	U.S.	15/405,804	01/13/2017	9984566	5/29/2018
Mobile automated system for traffic monitoring	Optotraffic, LLC	U.S.	12/546,043	08/24/2009	8310377	11/13/2012
COMPACT SINGLE LENS LASER SYSTEM FOR OBJECT/VEHICLE PRESENCE AND SPEED DETERMINATION	Optotraffic, LLC	U.S.	11/150,748	6/10/2005	7323987	1/29/2008

Pending U.S. Patent Applications of the Grantor

None.