

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI33166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AudioEye, Inc.		02/16/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	SG Credit Partners, Inc.		
<b>Street Address:</b>	500 Newport Center Dr.		
<b>Internal Address:</b>	Suite 580		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4402544	AUDIOEYE	
<b>Registration Number:</b>	4824150	A11Y	
<b>Registration Number:</b>	7003320	AUDIOEYE	
<b>Registration Number:</b>	5796021	BOOM. DONE.	
<b>Registration Number:</b>	6111428	BUREAU OF INTERNET ACCESSIBILITY	
<b>Registration Number:</b>	4738980	EQUAL ACCESS FOR ALL	
<b>Registration Number:</b>	5462084	HELPING YOU ACHIEVE, MAINTAIN & PROVE DIGITAL COMPLIANCE	
<b>Registration Number:</b>	5712060	YOUR WEB ACCESSIBILITY ALLY	
<b>Serial Number:</b>	97932098	SPRINGTIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(614)280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	Mr. James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		

OP \$240.00.00 85676991

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** James Murray

**SIGNATURE:** James Murray

**DATE SIGNED:** 02/16/2024

**Total Attachments: 8**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") dated as of February 16, 2024 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 forgoing, 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.

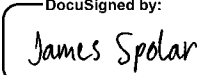
8. This agreement is an amendment and restatement both of those certain Intellectual Property Security Agreements, dated as of November 30, 2023, by Grantor in favor of Lender (as amended and combined, the "Existing Intellectual Property Security Agreement"). Grantor hereby acknowledges, confirms and agrees that the Existing Intellectual Property Security Agreement is in full force and effect on the date hereof and that the obligations of Lender thereunder are valid, binding and enforceable against Grantor in accordance with the terms thereof. As between Lender, on the one hand, and Grantors, on the other hand, the terms and conditions of the Existing Intellectual Property Security Agreement are, effective as of the date hereof, amended and restated in their entirety and, as so amended and restated, replaced and superseded by the terms and conditions hereof.

[Remainder of Page Intentionally Blank]

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

AUDIOEYE, INC.

DocuSigned by:

By:   
Name: James Spolar  
Title: General Counsel and Corporate Secretary

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 Amended and Restated Intellectual Property Security Agreement]

Execution

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	11,029,815	2021-06-08
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/1692291	11,061,532	2021-07-13
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991584	10,867,120	2020-12-15
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	16/991671	10,896,286	2021-01-19
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/119368	11,151,304	2021-10-19
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/169346	10,997,361	2021-05-04
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/447680	11,455,458	2022-09-27
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/809858	11,727,195	2023-08-29
AudioEye, Inc.	METHOD AND APPARATUS FOR WEBSITE NAVIGATION BY THE VISUALLY IMPAIRED	10/637970	7,653,544	2010-01-26
AudioEye, Inc.	SYSTEM AND METHOD FOR AUDIO CONTENT GENERATION	13/098677	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		
AudioEye, Inc.	MODULAR SYSTEMS AND METHODS FOR SELECTIVELY ENABLING CLOUD-BASED ASSISTIVE TECHNOLOGIES	17/447654	11,836,441	2023-12-05



(b) Trademarks and Trademark Licenses

Owner	Country	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
AudioEye, Inc.	United State of America	AUDIOEYE	85676991	7/13/12	4402544	9/17/13
AudioEye, Inc.	United State of America	A11Y	86600095	4/16/15	4824150	9/29/15
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	WO0000001652911	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	7/21/19
AudioEye, Inc.	United State of America	BUREAU OF INTERNET ACCESSIBILITY	88571980	8/8/19	6111428	7/28/20
AudioEye, Inc.	United State of America	EQUAL ACCESS FOR ALL	86413196	10/2/14	4738980	5/19/15
AudioEye, Inc.	United State of America	HELPING YOU ACHIEVE, MAINTAIN & PROVE DIGITAL COMPLIANCE	87403336	4/7/17	5462084	5/8/18
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: 008347 FRAME: 0046

RECORDED: 02/16/2024