

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Next Labs, Inc.		05/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rosebud Capital, LLC		
Street Address:	P.O. Box 596		
City:	Diablo		
State/Country:	CALIFORNIA		
Postal Code:	94528		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3379672	NEXTLABS	
Registration Number:	3349183	ACPL	
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:	916.403.6139		
Email:	sarah.kimball@wolterskluwer.com		
Correspondent Name:	Sarah Kimball		
Address Line 1:	555 Capitol Mall		
Address Line 2:	Suite 1150		
Address Line 4:	Sacramento, CALIFORNIA 95814		
NAME OF SUBMITTER:	Angela Allen		
SIGNATURE:	/Angela Allen/		
DATE SIGNED:	06/30/2020		
Total Attachments: 9			
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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):

Nextlabs, Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- 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) May 31, 2020

- 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: Rosebud Capital, LLC

Street Address: P.O. Box 596

City: Diablo

State: CA

Country: USA Zip: 94528

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship California

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 - Schedule "C"

Additional sheet(s) attached? Yes No

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

See attached - Schedule 'C'

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

Name: Jeremy D. Weinstein

Internal Address:

Street Address: 1512 Bonanza St.

City: Walnut Creek

State: CA Zip: 94596

Phone Number: 925-943-3103

Docket Number:

Email Address: jweinsteine@weinsteinlaw.com

6. Total number of applications and registrations involved:

2

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:

Angela Allen
Signature

6/29/2020
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*"), dated as of May 31, 2020, is executed by NEXTLABS, INC., a Delaware corporation ("*Grantor*"), in favor of ROSEBUD CAPITAL, LLC, a California limited liability company, ("*Lender*").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "*Loans*") to Grantor, in the amounts and manner set forth in that certain Amended and Restated Note and Warrant Purchase and Security Agreement by and among, Grantor and Lender dated May 31, 2020 (as the same may be amended, modified or supplemented from time to time, the "*Note Agreement*"; capitalized terms used herein are used as defined in the Note Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Lender, a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) of Grantor to secure the obligations of Grantor under the Note Agreement.

B. Pursuant to the terms of the Note Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "*Intellectual Property Collateral*"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "*Copyrights*");

(b) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "*Patents*"); and

(c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "*Trademarks*").

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Grantor hereby authorizes Lender to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. This Agreement has been entered into pursuant to and in conjunction with the Note Agreement, which is hereby incorporated by reference. The provisions of the Note Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Intellectual Property Collateral are as provided by the Note Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Lender's address is: PO Box 596
Diablo, CA 94528

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IN WITNESS WHEREOF, Grantor have caused this Agreement to be executed as of the day and year first above written.

NEXTLABS, INC.

Keng
Lim

Digitally signed by
Keng Lim
DN: cn=Keng Lim,
o=NextLabs, Inc., ou,
email=keng@nextlab
s.com, c=US
Date: 2020.06.14
20:32:43 -07'00'

By: _____

Name: Keng Lim

Title: Chief Executive Officer

[Signature page to Intellectual Property Security Agreement]

SCHEDULE A

COPYRIGHTS

Title	Registration No.	Registration Date

SCHEDULE B

PATENTS

1. Enforcing Universal Access Control in an Information Management System (7877781)
2. Techniques of Optimizing Policies in an Information Management System (8150816)
3. Techniques and System to Deploy Policies Intelligently (7716240)
4. Associating Code to a Target Through Code Inspection (8156566)
5. Preventing Conflicts of Interest Between Two or More Groups Using Applications (7877409)
6. Detecting Behavioral Patterns and Anomalies Using Information Usage Data (7774363)
7. Techniques and System to Optimize and Automatically Deploy Policies for Offline Execution (8185548)
8. Analyzing Usage Information of an Information Management System (8244745)
9. Detecting Behavioral Patterns and Anomalies Using Activity Profiles (8321437)
10. Using Information Usage Data to Detect Behavioral Patterns and Anomalies (8396890)
11. Enforcing Application and Access Control Policies Across Multiple Applications (8407345 B2)
12. Enforcing Attribute-Based Access Control across Multiple Information Management Systems (8,464,314)
13. Techniques of Transforming Policies to Enforce Control in an Information Management System (8,544,058)
14. Enforcing Policy-Based Application and Access Control in an Information Management System (8,595,788)
15. Enforcing and Automating Information Control Using Policies in a Distributed Environment (8,621,549)
16. Enforcing Document Control Using Policies in a Distributed Information Management System (8,627,490)
17. Techniques and System to Optimize Policy Deployment - Inspecting Code and Reducing Code Size Associated to a Target (8,640,191)
18. Technique and system to Improve Policy Performance in an Information Management System (8,661,003)
19. Enforcing Access Control Policies on Servers in an Information Management System (8,677,499)
20. Using Centrally Managed Policy to Analyze and Correlate Policy Activities and Usage Data to Detect Behavioral Patterns and Anomalies in an Distributed information Management System (8,694,523)
21. Policy-driven Techniques and System to Monitor and Log Access of Information Based on System and User Context (8,832,048)
22. Preventing Conflicts of Interests Between Two or More Groups Using Applications with Policy (8,762,412)

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23. Policy-based Approach to Protect Data Shared Using Encryption and Digital Rights Protection Technique (8,843,734)
24. Technique to Analyze and Correlate Activity Data to Detect Risk and Anomaly (8,849,858)
25. Detecting Behavioral Patterns and Anomalies Using Information Flow and Usage Activity Data (8,862,551)
26. Deploying Policies and Allowing Off-Line Evaluations (8,875,218)
27. Policy Optimization Technique for Inspecting Code and Reducing Code Size Associated to a Target (8,904,478)
28. Techniques of Transforming Policies to Enforce Control in an Information Management System (8,990,886)
29. Enforcing Policy-Based Application and Access Control in an Information Management System (8,959,580)
30. Technique and System to Preventing Conflicts of Interests Between Two or More Groups (8,972,449)
31. Protecting Documents Using Policies and Encryption (9,064,131)
32. Techniques and System to Manage Access of Information Using Policies (9,081,981)
33. Analyzing Usage Information of an Information Management System to determine information policy violation (9,152,774)
34. Techniques and System to Optimize Policy Deployment by Inspecting Code and Reducing Code Size Associated to a Target (9,203,868)
35. Techniques of Transforming Policies to Enforce Control in an Information Management System (9,253,216)
36. Preventing Conflicts of Interests Between Two or More Groups Using Applications (9,298,895)
37. Protecting Information Using Policies and Encryption (9,313,182)
38. Deploying Policies and Allowing Off-Line Policy Evaluations (9,384,363)
39. Techniques and System for Specifying Policies Using Abstractions (9,384,360)
40. Preventing Conflicts of Interests Between Two or More Groups (9,396,351)
41. Technique and System to Analyze and Correlate Activity Data of an Information Management System (9,407,662)
42. Enforcing Universal Access Control in an Information Management System (9,384,358)
43. Enforcing Policy-Based Application and Access Control in an Information Management System (9,398,051)
44. Protecting Documents Using Policies and Encryption (9,413,771)
45. Detecting Behavioral Patterns and Anomalies Using Activity Data (9,311,503)
46. Enforcing Control Policies in an Information Management System with Two or More Interactive Enforcement Points (9,457,219)
47. Intelligent Policy Deployment Technique Based on Characteristics of the Targets (9,531,595)
48. Detecting Behavioral Patterns and Anomalies Using Activity Data (9,558,193)
49. Protecting Information Using Policies and Encryption (BLUEP031C2) (9,558,360)
50. Inspecting Code and Reducing Code Size Associated to a Target (9,684,795)
51. Transforming Policies to Enforce Control in an Information Management System (9,703,978)
52. Deploying Policies and Allowing Offline Policy Evaluation (9,740,703)
53. Detecting Behavioral Patterns and Anomalies Using Activity Profiles (9,767,302)

54. Enforcing Policy-based Application and Access Control in an Information Management System (9,866,594)
55. Multilayer Policy Language Structure (9,864,752)
56. Information Management System with Two or More Interactive Enforcement Points (9,942,271)
57. Advanced Method to Detect Behavioral Patterns and Anomalies Using Access Data (9,946,717)
58. Protecting Documents Using Digital Rights Policies and Encryption Using Dynamic Authorization (9,961,049)
59. Enforcing Access Control Policies in an Information Management System Across Multiple Applications (9,973,533)
60. Protecting Information Using Digital Rights Policies and Encryption as Container (10,110,597)
61. Techniques and System to Monitor and Log Access of Information based on System and User Context Using Policies (10,114,965)
62. Approach to enforce Universal Access Control in an Information Management System using Centralized ABAC policy (10,104,125)
63. Technique to Managing Access of Information Using Dynamic Policies (10,181,047)
64. Technique to Prevent Conflicts of Interests Between Two or More Groups Using Policy (10,223,366)
65. Technique to Analyzing Policies of an Information Management System using Policy Set and Reusable Policy Components (10,289,858)
66. Technique to Share Digital Rights Protected Documents in a Web Browser (10,303,892)
67. Preventing Conflicts of Interests Between Two or More Groups Using Applications (10,380,363)
68. Protecting Documents with Centralized and Discretionary Policies (10,387,669)
69. Using Dynamic Policy to Enable Secure Sharing of Encrypted Documents Within and Outside an Organization (10,523,423)
70. Technique to Enforce Control Policies in an Information Management System with Two or More Interactive Enforcement Points (10,536,485)
71. Technique to Protect Documents Using Policies and Encryption for Sharing (15/968,664)
72. Technique to apply Authorization Policy Across Multiple Application Programs with Requests Submitted Through an HTTP-Based API (15/957,878)

SCHEDULE C

TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
NextLabs	78939512	July 27, 2006	3379672	February 5, 2008
ACPL	77042550	November 13, 2006	3349183	December 4, 2007

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