

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820126

|   |  |                          |                       |
|---|--|--------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                          |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST  |                          |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                          |                       |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b>    | <b>Entity Type</b>    |
| XIO, INC.   |  | 06/26/2023               | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                          |                       |
| <b>Name:</b>  | THE SAGUES FAMILY TRUST, DATED AUGUST 11, 1997   |                          |                       |
| <b>Street Address:</b>  | P.O. Box 219   |                          |                       |
| <b>City:</b>  | Ross   |                          |                       |
| <b>State/Country:</b>   | CALIFORNIA   |                          |                       |
| <b>Postal Code:</b>   | 94957  |                          |                       |
| <b>Entity Type:</b>   | Trust: CALIFORNIA  |                          |                       |
| <b>Composed Of:</b>   | <ul style="list-style-type: none"> <li>• PAUL SAGUES, UNITED STATES, INDIVIDUAL</li> <li>• DEBORAH L. SAGUES, UNITED STATES, INDIVIDUAL</li> </ul> |                          |                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |  |                          |                       |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>         |                       |
| <b>Registration Number:</b>   | 6599300  | CLOUD SCADA              |                       |
| <b>Registration Number:</b>   | 4545465  | CLOUD SCADA              |                       |
| <b>Registration Number:</b>   | 3146124  | SOFT- I/O                |                       |
| <b>Registration Number:</b>   | 6828465  | TURNING DATA INTO ACTION |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                          |                       |
| <b>Fax Number:</b>  | 7037707901   |                          |                       |
| <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>   | 650-233-4758   |                          |                       |
| <b>Email:</b>   | docket_ip@pillsburylaw.com   |                          |                       |
| <b>Correspondent Name:</b>  | Patricia L. Cotton   |                          |                       |
| <b>Address Line 1:</b>  | PO BOX 10500   |                          |                       |
| <b>Address Line 2:</b>  | Pillsbury Winthrop Shaw Pittman LLP  |                          |                       |
| <b>Address Line 4:</b>  | McLean, VIRGINIA 22102-8500  |                          |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 095036-0000003   |                          |                       |
| <b>NAME OF SUBMITTER:</b>   | Patricia L. Cotton, CA bar member  |                          |                       |
| <b>SIGNATURE:</b>   | /Patricia L. Cotton/   |                          |                       |
| <b>DATE SIGNED:</b>   | 06/27/2023   |                          |                       |

CH \$115.00 6599300

**Total Attachments: 7**

source=XiO, Inc. IP Security Agreement (June 2023)#page1.tif

source=XiO, Inc. IP Security Agreement (June 2023)#page2.tif

source=XiO, Inc. IP Security Agreement (June 2023)#page3.tif

source=XiO, Inc. IP Security Agreement (June 2023)#page4.tif

source=XiO, Inc. IP Security Agreement (June 2023)#page5.tif

source=XiO, Inc. IP Security Agreement (June 2023)#page6.tif

source=XiO, Inc. IP Security Agreement (June 2023)#page7.tif

**XIO, INC.**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of June 26, 2023, by and among XIO, INC., a Delaware corporation (the “**Company**”), and the investors (“**Secured Parties**”) listed on the signature pages attached hereto, as the same may be amended from time to time (the “**Purchase Agreement**”).

**RECITALS:**

A. Pursuant to a Secured Promissory Notes listed on Schedule A to the Note Purchase Agreement, dated as of March 21, 2022, as the same may be amended from time to time (each, a “**Note**” and, collectively, the “**Notes**”), each Secured Party has agreed to make a loan to Grantor (collectively, the “**Loans**”).

B. Secured Parties are willing to make the Loans to the Company, but only upon the condition, among others, that the Company shall have executed and delivered to Secured Parties this Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Company’s present or future indebtedness, obligations and liabilities of every kind and character owed to Secured Parties arising out of the Notes (the “**Obligations**”), the Company hereby grants a first priority security interest to Secured Parties in the Company’s entire right, title and interest in, to and under the following (all of which shall collectively be called the “**Collateral**”):

(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) Any and all trade secrets, proprietary information, customer lists, manufacturing techniques, formulas, know-how, product formulations, and any and all intellectual property rights in computer software and computer software products, now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, now or hereafter existing, created, acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, all trade names, trade styles, designs, and the like, and all elements of package or trade dress of goods, now or hereafter existing, created, acquired or held, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term “Collateral” shall not include any contracts, property rights or licenses to the extent that the grant of a security interest therein, or an assignment thereof, would be contrary to applicable law or prohibited by the terms of such contract, property right or license.

2. Authorization and Request. The Company authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

3. Secured Parties’ Rights. Secured Parties shall have the right, but not the obligation, to take, at the Company’s sole expense, any actions that the Company is required under this Agreement to take but which the Company fails to take. The Company shall reimburse and indemnify Secured Party for all costs and expenses incurred in the reasonable exercise of its rights under this Section 3.

4. Further Assurances; Attorney in Fact.

(a) On a continuing basis, the Company will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such

action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Parties, to perfect Secured Parties' security interest in the Collateral and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Parties the grant or perfection of a security interest in all Collateral.

(b) The Company hereby irrevocably appoints Secured Parties as the Company's attorney in fact, with full authority in the place and stead of the Company and in the name of the Company, Secured Parties or otherwise, from time to time in Secured Parties' discretion, to take any action and to execute any instrument which Secured Parties may deem necessary or advisable to perfect or to give public notice of the security interest in the Collateral granted hereunder or, during the continuance of an Event of Default (as defined in the Note) following receipt by the Company of notice from the Secured Party that they will enforce its security interest in the Collateral, to exercise rights and remedies with respect to the Collateral, including:

(i) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of the Company where permitted by law; and

(ii) To execute and file any documents and to take any actions deemed necessary or appropriate by Secured Parties to cause the Collateral to be assigned or transferred to Secured Parties or any purchaser of the Collateral at a foreclosure sale, and to cause title to any of the Collateral to be registered in the name of Secured Parties or any purchaser of the Collateral at a foreclosure sale.

5. Events of Default. The occurrence of an Event of Default under the Note shall constitute an Event of Default under this Agreement (an "**Event of Default**").

6. Remedies. Upon the occurrence of an Event of Default and receipt by the Company of notice that the Secured Parties will enforce their security interest in the Collateral, Secured Parties shall have the right (a) to exercise any rights and remedies Secured Parties may have under this Agreement or the Note, other documents regarding any of the Obligations, or applicable law, and (b) to exercise all the remedies of a secured party under the Uniform Commercial Code, including without limitation the right to require the Company to assemble the Collateral and to make it available to Secured Parties at a place designated by Secured Parties. In such circumstances Secured Parties shall have a nonexclusive, royalty free license to use the Patents to the extent reasonably necessary to permit Secured Parties to exercise its rights and remedies. The Company will pay any expenses (including attorneys' fees) incurred by Secured Parties in connection with the exercise of any of Secured Parties' rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Parties' rights and remedies with respect to the Collateral shall be cumulative.

7. Termination. At such time as the Company shall completely satisfy all of the Obligations secured hereunder, Secured Party shall execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper to terminate Secured Parties' security interest in the Collateral hereunder, subject to any disposition thereof which may have been made by Secured Parties pursuant hereto.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Attorneys Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

10. Amendments. Any term of this Agreement may only be amended by the Company and Secured Parties. Any amendment or waiver effected in accordance with this Section 10 will be binding upon all of the parties hereto and their respective successors and assigns.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

12. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. The Company and Secured Parties consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

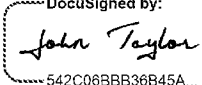
13. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Note.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**COMPANY:**

**XIO, INC.**

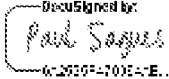
By:  \_\_\_\_\_  
Name: John Taylor  
Title: Chief Executive Officer  
Address: 100 Smith Ranch Rd, suite 120  
San Rafael, CA 94903

S-A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**SECURED PARTIES:**

PAUL AND DEBORAH L. SAGUES, TRUSTEES  
OF THE SAGUES FAMILY TRUST, DATED  
AUGUST 11, 1997

By:  \_\_\_\_\_  
Name: Paul Sagues \_\_\_\_\_  
Title: Trustee \_\_\_\_\_



**EXHIBIT C  
LIST OF TRADEMARKS**

| Mark                     | Jurisdiction   | Status     | Classes | Application Date | Application No. | Registration Date | Registration No. |
|--------------------------|----------------|------------|---------|------------------|-----------------|-------------------|------------------|
| CLOUD SCADA              | United States  | Registered | 09, 42  | 5/29/2020        | 88/939659       | 12/21/2021        | 6599300          |
| CLOUD SCADA              | United States  | Registered | 09      | 11/11/2013       | 86/115941       | 6/3/2014          | 4545465          |
| SOFT-I/O                 | Canada         | Registered | 09      | 8/10/2012        | 1589584         | 5/1/2014          | TMA876899        |
| SOFT-I/O                 | European Union | Registered | 09      | 6/4/2007         | 005965967       | 6/4/2007          | 005965967        |
| SOFT-I/O                 | United Kingdom | Registered | 09      | 6/4/2007         | 005965967       | 6/4/2007          | UK00905965967    |
| SOFT-I/O                 | United States  | Registered | 09      | 2/20/2002        | 78/109982       | 9/19/2006         | 3146124          |
| TURNING DATA INTO ACTION | United States  | Registered | 09, 42  | 9/17/2020        | 90/189961       | 8/23/2022         | 6828465          |