

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829638

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XTI Aircraft Company		07/24/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Inpixon		
Street Address:	2479 E. Bayshore Road, Ste, 195		
City:	Palo ALto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86247645	XTI TRI-FAN	
Serial Number:	86264512	XTI AIRCRAFT COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1001263170		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	08/04/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated July 24, 2023, is made by XTI Aircraft Company, a Delaware corporation (“**Debtor**”), in favor of Inpixon, a Nevada corporation (“**Lender**”). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Debtor has executed that certain secured promissory note, dated as of July 24, 2023 (the “**Issue Date**”), in the original principal amount of \$538,407 (the “**Note**”) in favor of Lender, representing funds remitted by Lender to Debtor as loans and interest thereon from and after March 10, 2023 through and including the Issue Date (collectively, the “**Existing Loans**”), and Debtor and Lender anticipate that Lender may make additional loans to Debtor pursuant to the Note (the “**Future Loans**”) (the Existing Loans and the Future Loans are referred to in this Agreement as the “**Loans**”).

WHEREAS, Debtor has executed and delivered that certain Security and Pledge Agreement, dated as of the Issue Date, made by Debtor to Lender (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, Debtor has granted to Lender a security interest in and lien upon, among other property, certain intellectual property of Debtor and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

WHEREAS, Debtor has determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, Debtor.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce Lender to make the Future Loans to Debtor, Debtor agrees with Lender as follows:

SECTION 1. Grant of Security. Debtor hereby grants to Lender a security interest in and lien upon all of Debtor’s right, title and interest in and to the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;
- (ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in and lien upon, the Collateral by Debtor under this IP Security Agreement secures the payment of all Obligations of Debtor now or hereafter existing under or in respect of the Note and the Security Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Notices. All notices shall be given in accordance with the notice provisions of the Security Agreement.

SECTION 7. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

(ii) Debtor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under the Note or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under Section 2 of the Security Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude Lender from bringing suit or taking other legal action against Debtor in any

other jurisdiction to collect on a Debtor's obligations or to enforce a judgment or other court ruling in favor of Lender.

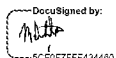
(iii) WAIVER OF JURY TRIAL, ETC. DEBTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(v) Debtor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

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IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

XTI Aircraft Company

By  _____
Name: Michael Hinderberger
Title: CEO, XTI Aircraft

Address for Notices:

Schedule A

Patents

Assignee	Patent Application Title	Country	Status	Filed Date	Application Number	Grant Date	Patent No.	Validations	Inventors
XTI Aircraft Company	VTOL AIRCRAFT	United States of America	Expired	2014-05-07	61988,936	N/A	N/A	N/A	David E. BRODY Dennis D. OLCOTT
XTI Aircraft Company	VTOL AIRCRAFT	United States of America	Granted	2015-05-07	14708,467	2017-06-13	9,676,473	N/A	David E. BRODY Dennis D. OLCOTT
XTI Aircraft Company	VTOL AIRCRAFT	United States of America	Granted	2014-07-02	28482,641	2015-10-20	9,741,243	N/A	David E. BRODY Dennis D. OLCOTT
XTI Aircraft Company	VTOL AIRCRAFT	Patent Cooperation Treaty	Expired	2015-05-07	PCT/US2015/029751	N/A	N/A	Europe, Brazil, Canada, China	Dennis D. OLCOTT David E. BRODY
XTI Aircraft Company	VTOL AIRCRAFT	Europe	Granted	2015-05-07	15827223.7	2021-12-29	EP 3140190B1	DE, FR, GB and IT - Patent No. 3140199	Dennis D. OLCOTT David E. BRODY
XTI Aircraft Company	VTOL AIRCRAFT	Japan	Granted	2014-02-28	2015601473	2019-04-24	JP6504757	N/A	Dennis D. OLCOTT David E. BRODY
XTI Aircraft Company	VTOL AIRCRAFT	Brazil	Granted	2015-05-07	112016025875-4	2022-08-23	112016025875-4	N/A	Dennis D. OLCOTT David E. BRODY
XTI Aircraft Company	VTOL AIRCRAFT	Canada	Granted	2015-05-07	2,567,974	2020-08-25	2,947,974	N/A	Dennis D. OLCOTT David E. BRODY
XTI Aircraft Company	VTOL AIRCRAFT	China	Granted	2015-05-07	201580036794.X	2020-01-07	ZL201500036794.X	N/A	Dennis D. OLCOTT David E. BRODY
XTI Aircraft Company	VTOL AIRCRAFT	China	Published	2015-05-07	201911262704.5	2020-05-07	CN111468169A	N/A	Dennis D. OLCOTT

Schedule B

Trademarks

<u>Trademarks:</u>	<u>Serial</u> <u>Number</u>	<u>Publication</u> <u>Date</u>
"XTI TRI-FAN"	86247645	8/11/2015
"XTI AIRCRAFT COMPANY"	86264512	8/11/2015

Each of the above-listed Trademarks became abandoned on August 31, 2020. The Company will take commercially reasonable actions to renew the Trademark registrations post-signing.

B-1

Schedule C

Copyrights

None

C-1