

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI146886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APPVANCE INC.		04/05/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PROSPEQ FUND LP		
Street Address:	15007 S. 27th Place		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85048		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85915320	APPVANCE	
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:	(650)648-3802		
Email:	patty@pattycheng.com		
Correspondent Name:	Patty Cheng		
Address Line 1:	2625 Middlefield Road Suite 215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	Patty Cheng		
DATE SIGNED:	04/05/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 5, 2024 by and between APPVANCE INC., a Delaware corporation (“Borrower”) and PROSPEQ FUND LP, a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

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. In the event that any signature is executed and delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

3080 Olcott St., B240
Santa Clara, CA 95054
Attn: Andre Liao
Email: aliao@appvance.ai

BORROWER:

APPVANCE INC.

DocuSigned by:
By: Andre Liao
246F949DAE88430...
Name: Andre Liao
Title: CEO

Address of Lender:

15007 S. 27th Place
Phoenix, AZ 85048
Attn: Ryan Edwards

LENDER:

PROSPEQ FUND LP

By: PROSPEQ GP LLC
its General Partner
DocuSigned by:
By: Ryan Edwards
33D1A2250642473...
Name: Ryan Edwards
Title: Managing Partner

SCHEDULE A

Copyrights

If None, check this box:

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

Description	Patent Number / Application Number	Issue Date / Application Date
METHODS, DEVICES, SYSTEMS, AND NON-TRANSITORY MACHINE-READABLE MEDIUM FOR PERFORMING AN AUTOMATED CALIBRATION FOR TESTING OF A COMPUTER SOFTWARE APPLICATION	9,098,631 14/149,503	Aug. 4, 2015
METHODS, DEVICES, SYSTEMS, AND NON-TRANSITORY MACHINE-READABLE MEDIUM FOR PERFORMING AN AUTOMATED CALIBRATION FOR TESTING OF A COMPUTER SOFTWARE APPLICATION	9,361,208 14/789,748	Jun. 7, 2016
METHODS, DEVICES, SYSTEMS, AND NON-TRANSITORY MACHINE-READABLE MEDIUM FOR PERFORMING AN AUTOMATED CALIBRATION FOR TESTING OF A COMPUTER SOFTWARE APPLICATION	10,120,782 15/168,637	Nov. 6, 2018
SYSTEMS, METHODS AND DEVICES FOR AI-DRIVEN AUTOMATIC TEST GENERATION	10,204,035 16/054,294	Feb.12, 2019
METHOD AND APPARATUS FOR AI-DRIVEN AUTOMATIC TEST SCRIPT GENERATION	10,552,299 16/540,992	Feb.4, 2020
METHOD AND APPARATUS FOR GENERATING A STATE MACHINE MODEL OF AN APPLICATION USING MODELS OF GUI OBJECTS AND SCANNING MODES	10,628,630 16/540,990	Apr. 21, 2020
METHODS, SYSTEMS, AND NON-TRANSITORY MACHINE-READABLE MEDIUM FOR PERFORMING A WEB BROWSER TO WEB BROWSER TESTING OF A COMPUTER SOFTWARE APPLICATION	14/149,685	Jan.7, 2014

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Aapvance	85915320		Nov. 4, 2014
Appsurance	85915334		*

* — indicates dead, abandoned or cancelled trademark