### 503565602 11/11/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3612229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
FREEDOM SCIENTIFIC BLV GROUP, LLC, AS A GRANTOR	11/11/2015

#### **RECEIVING PARTY DATA**

Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, AS COLLATERAL AGENT
Street Address:	300 FIRST STAMFORD PLACE
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06902

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	5685720
Patent Number:	5718588

#### **CORRESPONDENCE DATA**

**Fax Number:** (212)294-4700

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.

**Phone:** 2122946635

**Email:** dkumar@winston.com

Correspondent Name: WINSTON & STRAWN LLP - SONAKSHI JHA

Address Line 1: 200 PARK AVENUE

Address Line 4: NEW YORK, NEW YORK 10166-4193

ATTORNEY DOCKET NUMBER:	86703/31 1ST L- FS BLV G
NAME OF SUBMITTER:	SONAKSHI JHA
SIGNATURE:	/Sonakshi Jha/
DATE SIGNED:	11/11/2015

#### **Total Attachments: 5**

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PATENT 503565602 REEL: 037018 FRAME: 0144

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#### FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of November 10, 2015 (the "**Effective Date**") between the signatory hereto (the "**Grantor**") in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Pledge and Security Agreement referred to below).

#### **RECITALS:**

**WHEREAS**, reference is made to that certain First Lien U.S. Pledge and Security Agreement, dated as of November 10, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

- **Section 1. Grant of Security**. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement):
- (a) All U.S. and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").
- (b) All U.S., and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**").

- **Section 2. Recordation**. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
- **Section 3. Counterparts**. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- **Section 4.** Governing Law. This Agreement and any claims, 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 law of the State of New York.
- **Section 5. Conflict Provision**. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this irst Lien Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

> FREEDOM SCIENTIFIC BLV GROUP, LLC, as a Grantor

Name: John Blake Title: Manager

[Signature page to First Lien Intellectual Property Security Agreement]

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as Collateral Agent

Ву:\_\_\_\_

Name: Title: RICHARD CAMERON

itle: M

By:\_\_\_\_ Name:

Title:

Christopher"

[Signature page to First Lien Intellectual Property Security Agreement]

# SCHEDULE 1 TO FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

# **U.S. Patents and Patent Applications**

Grantor	<u>Title</u>	Filing Date / Issue Date	Status	Application / Reg. No.
Freedom Scientific BLV	BRAILLE CELL	6/28/1995/11/	Granted	1995496042/
Group, LLC	ASSEMBLY HAVING	11/1997		5685720
	HOLDER TRAY			
Freedom Scientific BLV	TACTILE DISPLAY	3/24/1995/	Granted	1995410293/
Group, LLC	DRIVEN BY SHAPE	2/17/1998		5718588
	MEMORY WIRES			

## **U.S. Trademarks and Trademark Applications**

		Filing Date /		Application /
<u>Grantor</u>	<u>Title</u>	Issue Date	<u>Status</u>	Reg. No.
Freedom Scientific BLV	JAWS	6/23/1988/	Renewed	73735908/
Group, LLC		7/17/1990	Registered	1606168
Freedom Scientific BLV	TOPAZ	2/15/2006	Registered	78815118/332
Group, LLC		/10/23/2007	_	1185
Freedom Scientific BLV	OPAL	2/15/2006/	Registered	78815299/
Group, LLC		3/25/2008		3403312
Freedom Scientific BLV	SAPPHIRE	4/9/2008 /	Registered	77443517/
Group, LLC		3/3/2009		3584411
Freedom Scientific BLV	RUBY	4/9/2008 /	Registered	77443526/
Group, LLC		11/3/2009	-	3706198
Freedom Scientific Blv Group,	SAPPHIRE		Registered	77443517/
LLC			_	3584411

PATENT REEL: 037018 FRAME: 0150

**RECORDED: 11/11/2015**