

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4570258

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CONTROL 3, LLC	08/28/2017
RECEIVING PARTY DATA		
Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT	
Street Address:	520 MADISON AVE., 19TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	D673468	
Patent Number:	D670579	
Patent Number:	D614510	
Patent Number:	D614051	
Patent Number:	D553347	
Patent Number:	D553498	
Patent Number:	D527262	
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>		
Email:	michael.barys@clarivate.com	
Correspondent Name:	ELAINE CARRERA	
Address Line 1:	80 PINE STREET	
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP	
Address Line 4:	NEW YORK, NEW YORK 10005	
NAME OF SUBMITTER:	ELAINE CARRERA	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	08/29/2017	
Total Attachments: 6		

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RECORDATION FORM COVER SHEET
PATENTS 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)

Control 3, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 28, 2017

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Name: Jefferies Finance LLC, as Collateral Agent

Internal Address: _____

Street Address: 520 Madison Ave., 19th Floor

City: New York

State: NY

Country: USA Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

See Schedule I

☐ This document is being filed together with a new application.

B. Patent No.(s)

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

August 28, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

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

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of August 28, 2017, by and among Control 3, LLC, a Delaware limited liability company ("Grantor") and **JEFFERIES FINANCE LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of March 21, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Patents of Grantor listed on Schedule I attached hereto (collectively, the "Patent Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor, at Grantor's expense, an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this First Lien Patent Security Agreement.

SECTION 5. Counterparts. This First Lien Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 to this First Lien Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this First Lien Patent Security Agreement.

SECTION 6. GOVERNING LAW. THIS FIRST LIEN PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this First Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONTROL3, LLC

By: 

Name: Jonathan Salkin

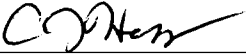
Title: Chief Operating Officer

[First Lien Patent Security Agreement -- Control 3, LLC]

PATENT
REEL: 043708 FRAME: 0516

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

SCHEDULE I
to
FIRST LIEN PATENT SECURITY AGREEMENT

PATENT COLLATERAL

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

<u>Title</u>	<u>Patent Date</u>	<u>Patent No.</u>	<u>Owner</u>
Bottle Probe	1-Jan-13	US D 673,468S	Control 3, LLC
Digital Thermometer	13-Nov-12	US D670,579S	Control 3, LLC
Mini Clock	27-Apr-10	US D614 510S	Control 3, LLC
Clip on Timer	20-Apr-10	US D614 051S	Control 3, LLC
Controller	23-Oct-07	US D553,347S	Control 3, LLC
Bottle Cap with thermometer probe sleeve	23-Oct-07	US D553,498S	Control 3, LLC
Bottle Cap with thermometer probe sleeve	29-Aug-06	US D527,262	Control 3, LLC