

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4934361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PORTS AMERICA GROUP, INC.	04/26/2018
RECEIVING PARTY DATA	
Name:	THE BANK OF NEW YORK MELLON
Street Address:	101 BARCLAY STREET, 7 WEST
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9495657
Patent Number:	9923950
Patent Number:	9710777
Application Number:	13987447
Application Number:	14609182
Application Number:	14605994
Application Number:	15703043
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<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:	202-408-3121 X62348
Email:	jean.paterson@cscglobal.com
Correspondent Name:	CSC
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	183267
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	04/26/2018

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** dated as of April 26, 2018 (this “**Agreement**”), is entered into by and between Ports America Group, Inc. (the “**Grantor**”), and The Bank of New York Mellon, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Ports America Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), Ports America Group, Inc., a Delaware corporation (the “**Parent Guarantor**”), each Subsidiary Guarantor named therein, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as the “**Lenders**”), ING Capital LLC, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”), and The Bank of New York Mellon, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), are parties to a Credit Agreement dated as of April 26, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (B) The Grantor is party to a Pledge and Security Agreement, dated as of April 26, 2018, in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Patent Collateral

As security for the payment and performance, as the case may be, in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), the Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of its right, title and interest in, to and under all Patent Collateral (as defined below).

“**Patent Collateral**” means the Grantor’s right, title and interest in, to and under all Patents registered or applied for in the United States owned by the Grantor, including those referred to on the Schedule hereto, subject to Section 3, below.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Patent Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property. Moreover, this Agreement is not to be construed as an assignment of any Patent Collateral.

Section 4 Pledge and Security Agreement

The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent Collateral are more fully set forth in the Pledge and Security

Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK.

Section 6 Termination

This Agreement shall continue in full force and effect until terminated in accordance with Section 9.14 of the Pledge and Security Agreement. Subject to Section 9.14 of the Pledge and Security Agreement, upon the Termination Date, the Security Interest shall terminate and the Collateral Agent shall execute, acknowledge and deliver to the Grantor all instruments in writing in recordable form to evidence and release the Security Interest in the Patent Collateral.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officers or representatives thereunto duly authorized as of the date first written above.

PORTS AMERICA GROUP, INC.,
as Grantor

By: 

Name: Richard Surett

Title: Senior Vice President

ACCEPTED AND AGREED:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 

Name: LATOYA S. ELVIN
Title: VICE PRESIDENT

[Signature Page to Patent Security Agreement]

PATENT
REEL: 045647 FRAME: 0711

SCHEDULE TO PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Patents

Grantor	Title	Reg. No. or Appln. No.	Issue Date or Filing Date
Ports America Group, Inc.	Systems And Methods Involving Features Of Terminal Operation Including Tos-Agnostic And/Or Other Features	9,495,657	11/15/2016
Ports America Group, Inc.	Systems And Methods Involving Features Of Terminal Operation Including Tos-Agnostic And/Or Other Features	9,923,950	03/20/2018
Ports America Group, Inc.	Systems And Methods Involving Features Of Terminal Operation Including User Interface And/Or Other Features	9,710,777	07/18/2017
Ports America Group, Inc.	Systems And Methods Involving Features Of Terminal Operation	13/987,447	07/24/2013
Ports America Group, Inc.	Systems And Methods Involving Features Of Terminal Operating Including Tracking, Appointment And/Or Other Features	14/609,182	01/29/2015
Ports America Group, Inc.	Systems and Methods Involving Features of Terminal Operation Including Tos-Agnostic, User Interface And/Or Other Features	14/605,994	01/26/2015
Ports America Group, Inc.	MOBILE KIOSK	15/703,043	09/13/2017

Schedule to Patent Security Agreement