

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4966933

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PUBLIC SAFETY CORPORATION	05/17/2018
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 W. MONROE STREET, 17TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6856246
CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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:	rhonda.deleon@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	057121-0177
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/17/2018
Total Attachments: 6	
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SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of May 17, 2018 (this "Patent Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Ramundsen Holdings, LLC, a Delaware limited liability company (the "Initial Borrower"), upon consummation of the Closing Date Acquisitions, Superior, LLC, a Delaware limited liability company (f/k/a Ramundsen Public Sector, LLC) ("Superior" and, after giving effect to the Government Acquisition, together with the Initial Borrower, the "Borrowers" and each individually a "Borrower"), certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this 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 Credit Agreement, the Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Antares Capital LP, as collateral agent (or permitted successor collateral agent), pursuant to or in connection with the First Lien Credit Agreement, dated as of February 1, 2017, among the Borrowers, Holdings, as a guarantor, the other guarantors from time to time party thereto, the lenders from time to time party thereto, Antares Capital LP, as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, replaced, extended, renewed, refinanced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”), among Antares Capital LP, as First Lien Collateral Agent, Antares Capital LP, as Second Lien Collateral Agent, the Borrowers, Holdings and the Subsidiaries of Holdings from time to time party thereto and affiliated and other entities from time to time party thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of

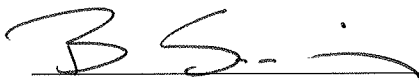
this Patent Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

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

PLEDGOR:

PUBLIC SAFETY CORPORATION

By: 
Name: Brad Surminsky
Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

AGREED TO AND ACCEPTED:

ANTARES CAPITAL LP,
as Collateral Agent

By: Matthew Eaves

Name: Matthew Eaves

Title: Duly Authorized Signatory

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 046183 FRAME: 0898

SCHEDULE 1
to
PATENT SECURITY AGREEMENT
UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

Owner	Application Title	Filing Date	Application Number	Patent Number	Issue Date	Country
Public Safety Corporation	SYSTEM AND METHODS FOR AUTOMATED ALARM TRACKING AND BILLING	05/24/2002	10153864	6856246	02/15/2005	United States

United States Patent Applications:

None.