

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5027448

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	RAVE INTERMEDIATE HOLDINGS, INC.	06/27/2018
	RAVE WIRELESS, INC.	06/27/2018
RECEIVING PARTY DATA		
Name:	PNC BANK, NATIONAL ASSOCIATION	
Street Address:	500 FIRST AVENUE	
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC	
City:	PITTSBURGH	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Application Number:	15805636	
Application Number:	15332067	
Application Number:	14789374	
Application Number:	13441148	
Application Number:	62162263	
Application Number:	14792028	
Application Number:	62268679	
Application Number:	13792716	
Patent Number:	8825687	
Patent Number:	9244922	
Patent Number:	8484352	
Patent Number:	8984143	
Patent Number:	9077676	
Patent Number:	8751265	
Patent Number:	6600812	
Patent Number:	9071643	
Application Number:	15383389	
Patent Number:	9277389	

PATENT

Property Type	Number
Patent Number:	9503876
Application Number:	11687818
Patent Number:	8165562
Patent Number:	8126424
Patent Number:	8760290
Patent Number:	9078092
Application Number:	15155935

CORRESPONDENCE DATA

Fax Number: (215)832-5619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: TIMOTHY D. PECSENYE

Address Line 1: ONE LOGAN SQUARE

Address Line 2: 8TH FLOOR

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-18052
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/27/2018

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 27th day of June, 2018, among the Grantor listed on the signature pages hereof ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among RAVE INTERMEDIATE HOLDINGS, INC., a Delaware corporation (together with its permitted successors and assigns, "Intermediate Holdco"), RAVE WIRELESS, INC., a Delaware corporation (together with its permitted successors and assigns, "Rave"), such other Persons as may hereafter become Borrowers thereunder (together with their permitted successors and assigns and Rave, collectively, the "Borrowers" and each individually, a "Borrower"), the Persons which are now or which hereafter become lenders thereunder (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Patent Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

RAVE WIRELESS, INC.,
a Delaware corporation

By: 

Name: Taylor Beaupain

Title: President

Signature Page to Patent Security Agreement

PATENT
REEL: 046219 FRAME: 0585

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Benjamin Denkin

Title: Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 046219 FRAME: 0586

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Owner	Description of Patent	Country	Appl. / Registration Number (Publication No.)	Appl. / Registration Date (Publication Date)	Status
Rave Wireless, Inc.	Personal Security System	U.S.	15/805/636 (application)		
Rave Wireless, Inc.	Personal Security System	U.S.	15/332,067		ISSUED
Rave Wireless, Inc.	Intelligent Messaging	U.S.	14/789,374		
Rave Wireless, Inc.	Public Safety Analysis System	Canada	2,773,749		PENDING
Rave Wireless, Inc.	Emergency Response Data Management	U.S.	13/441,148		PUBLISHED
Rave Wireless, Inc.	Emergency Response Data Management	Canada	2,773,881		PENDING
Rave Wireless, Inc.	Emergency Information Services	Canada	2,697,986		PENDING
Rave Wireless, Inc.	Improved Real-Time Over The Top 9-1-1 Caller Location Data	U.S.	62/162,263		FILED
Rave Wireless, Inc.	Continuation to correct “issues with apparatus claims”	U.S.	14/792,028		ISSUED
Rave Wireless, Inc.	Notification of Emergency Call Based on Beacon Recognition	U.S.	62/268,679		FILED
Rave Wireless, Inc.	Personal Security System	Canada	2,646,607 (Application) 2,646,607		ISSUED

Owner	Description of Patent	Country	Appl. / Registration Number (Publication No.)	Appl. / Registratio n Date (Publicatio n Date)	Status
			(Patent)		
Rave Wireless, Inc.	Guardian Voice note escrow Canadian Application related to granted patent 8,165,562	Canada	Canada 2,662,606 (Patent) 2,662,606 (Application)		ISSUED
Rave Wireless, Inc.	Emergency Information Services	Canada	2,737,210 (Application) 2,737,210 (Patent)		ISSUED
Rave Wireless, Inc.	Routing Engine for Emergency Communications	Canada	2,790,501 (Application) 2,790,501 (Patent)		ISSUED
Rave Wireless, Inc.	ADAPTIVE MOBILE MESSAGING INTERFACE FOR IMPLEMENTING EMERGENCY PROTOCOLS	U.S.	(20130237175)	(09/12/2013)	DEAD
Rave Wireless, Inc.	DATA MANAGEMENT SYSTEM	U.S.	8825687	09/02/2014	REGISTERED
Rave Wireless, Inc.	DATA MANAGEMENT SYSTEM	U.S.	9244922	01/26/2016	REGISTERED
Rave Wireless, Inc.	EMERGENCY INFORMATION SERVICES	U.S.	8484352	07/09/2013	REGISTERED
Rave Wireless, Inc.	EMERGENCY INFORMATION SERVICES	U.S.	8516122	08/20/2013	REGISTERED
Rave Wireless, Inc.	EMERGENCY INFORMATION SERVICES	U.S.	8984143	03/17/2015	REGISTERED
Rave Wireless, Inc.	EMERGENCY RESPONSE DATA MANAGEMENT	U.S.	(20120257729)	(10/11/2012)	FILED

Signature Page to Patent Security Agreement

PATENT
REEL: 046219 FRAME: 0588

Owner	Description of Patent	Country	Appl. / Registration Number (Publication No.)	Appl. / Registration Date (Publication Date)	Status
Rave Wireless, Inc.	INTELLIGENT MESSAGING	U.S.	9077676	07/07/2015	REGISTERED
Rave Wireless, Inc.	INTELLIGENT MESSAGING	U.S.	(20150304827)	(10/22/2015)	DEAD
Rave Wireless, Inc.	LOCATION-BASED INFORMATION FOR EMERGENCY MANAGEMENT	U.S.	8751265	06/10/2014	REGISTERED
Rave Wireless, Inc.	METHOD AND APPARATUS FOR PROVIDING EMERGENCY RESPONSE INFORMATION	U.S.	6600812	07/09/2003	REGISTERED
Rave Wireless, Inc.	NOTIFICATION OF EMERGENCIES BASED ON WIRELESS SIGNAL RECOGNITION	U.S.	(20170180966)	(06/22/2017)	FILED
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	U.S.	9071643	06/30/2015	REGISTERED
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	U.S.	9277389	03/01/2016	REGISTERED
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	U.S.	9503876	11/22/2016	REGISTERED
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	U.S.	9813885	11/07/2017	REGISTERED
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	U.S.	(20070218895)	(09/20/2007)	DEAD
Rave Wireless, Inc.	PERSONALIZED MESSAGE ESCROW	U.S.	8165562	04/24/2012	REGISTERED
Rave Wireless, Inc.	PERSONALIZED MESSAGE ESCROW WITH GRAPHICAL ROUTE REPRESENTATION	U.S.	8126424	02/28/2012	REGISTERED

Owner	Description of Patent	Country	Appl. / Registration Number (Publication No.)	Appl. / Registratio n Date (Publicatio n Date)	Status
Rave Wireless, Inc.	PUBLIC SAFETY ANALYSIS SYSTEM	U.S.	8760290	06/24/2014	REGISTERED
Rave Wireless, Inc.	REAL-TIME OVER THE TOP 9- 1-1 CALLER LOCATION DATA	U.S.	(20160337831)	(11/17/2016)	FILED
Rave Wireless Inc.	ROUTING ENGINE FOR EMERGENCY COMMUNICATIONS	U.S.	9591467	03/07/2017	REGISTERED
Rave Wireless, Inc.	ROUTING ENGINE FOR EMERGENCY COMMUNICATIONS	U.S.	9078092	07/07/2015	REGISTERED

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