

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5058901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DUCO TECHNOLOGIES, LLC	07/19/2018
RECEIVING PARTY DATA	
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, AS ADMINISTRATIVE AGENT
Street Address:	300 FIRST STAMFORD PLACE
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06902
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	10033923
Patent Number:	9332234
Patent Number:	8773501
Application Number:	15143978
Application Number:	14309664
Application Number:	14501515
Application Number:	14618991
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	086703.129-DUCO/BOI
NAME OF SUBMITTER:	ALEXANDRA S. GECAS
SIGNATURE:	/Alexandra S. Gecas/
DATE SIGNED:	07/19/2018

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) dated as of July 19, 2018 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, GSM ACQUISITION HOLDCO, CORP., a Delaware corporation (“Holdings”), GSM ACQUISITION BUYER, INC., a Delaware corporation (the “Initial Borrower”), immediately upon consummation of the Holdco Merger (as defined in the Credit Agreement defined below), GSM INVESTMENT, INC., a Delaware corporation, immediately upon consummation of the Opcor Merger (as defined in the Credit Agreement defined below), GSM HOLDINGS, INC., a Delaware corporation (the “Company”), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 1, 2018 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the

generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the the Commissioner of Patents and Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

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

DUCO TECHNOLOGIES, LLC,
as Initial Grantor

By: 

Name: Howard Unger
Title: President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 046404 FRAME: 0306

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

By: 
Name: Ed Boyle
Title: Managing Director

By: 
Name: Polina Gerasimova
Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

Title	Application No.	Filing Date	Patent No.	Issue Date	Country
MOTORIZED CAMERA WITH AUTOMATED IMAGE CAPTURE	14/309,664	6/19/2014	10,033,923	07/4/2018	US
TRAIL CAMERA WITH INTERCHANGEABLE HARDWARE MODULES	14/101,271	12/09/2013	9,332,234	07/08/2016	US
TRAIL CAMERA WITH INTERCHANGEABLE HARDWARE MODULES	15/143,978	05/02/2016	Pending	Pending	US
MOTORIZED CAMERA WITH AUTOMATED PANORAMIC IMAGE CAPTURE SEQUENCES	13/164,358	06/20/2011	8,773,501	07/08/2014	US
MOTORIZED CAMERA WITH AUTOMATED IMAGE CAPTURE	14/309,664	06/19/2014	Pending	Pending	US
WIDE ANGLE CAMERA WITH AUTOMATED PANORAMIC IMAGE CAPTURE	14/501,515	09/30/2014	Pending	Pending	US
MOTORIZED CAMERA WITH AUTOMATED IMAGE CAPTURE	14/618,991	02/10/2015	Rejected (request for continued examination submitted July 13, 2018)		US