

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5380138

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FUTURI MEDIA, LLC	02/04/2019
RECEIVING PARTY DATA	
Name:	OXER BCP MEZZANINE FUND, L.P.
Street Address:	883 YARD STREET
City:	COLUMBUS
State/Country:	OHIO
Postal Code:	43212
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	16127447
Patent Number:	8874026
Patent Number:	9294210
CORRESPONDENCE DATA	
Fax Number:	(614)224-3246
<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:	614-462-1093
Email:	ipdocketcolumbus@icemiller.com
Correspondent Name:	ICE MILLER LLP
Address Line 1:	250 WEST STREET, SUITE 700
Address Line 4:	COLUMBUS, OHIO 43215-7509
ATTORNEY DOCKET NUMBER:	38566.0028
NAME OF SUBMITTER:	BARBARA BACON
SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	02/18/2019
Total Attachments: 4	
source=Oxer-Futuri_Patent_Security_Agreement#page1.tif	
source=Oxer-Futuri_Patent_Security_Agreement#page2.tif	
source=Oxer-Futuri_Patent_Security_Agreement#page3.tif	
source=Oxer-Futuri_Patent_Security_Agreement#page4.tif	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF FEBRUARY 4, 2019 AMONG FUTURI INVESTMENT HOLDINGS, LLC AND FUTURI MEDIA, LLC (COLLECTIVELY, THE "BORROWER"), FIRST MERCHANTS BANK (THE "SENIOR LENDER") AND OXER BCP MEZZANINE FUND, L.P., TO THE INDEBTEDNESS OWED BY BORROWER TO SENIOR LENDER; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated effective as of the later of February 4, 2019 and the consummation of the Acquisition Transaction (as defined in the Note Purchase Agreement), by **FUTURI MEDIA, LLC**, an Ohio limited liability company (the "Grantor"), in favor of **OXER BCP MEZZANINE FUND, L.P.**, a Delaware limited partnership with a mailing address of 883 Yard Street, Columbus, Ohio 43212 and its successors and assigns, and its successors and assigns (the "Purchaser").

RECITALS

A. This Agreement made in connection with the sale of a senior subordinated note in the aggregate principal amount of Six Million and No/100 Dollars (\$6,000,000.00) (together with all extensions, renewals, replacements, restatements or modifications thereof, the "Note") by Grantor and **FUTURI INVESTMENT HOLDINGS, LLC** (together with Grantor, the "Issuers") to Purchaser pursuant to that certain Senior Subordinated Note Purchase Agreement dated as of the date hereof by and among Issuers and Purchaser (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note Purchase Agreement").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Purchaser pursuant to which certain obligations of Grantor owed to Purchaser are secured, including without limitation the obligations with respect to the Note Purchase Agreement as evidenced by the Note.

C. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Purchaser a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent applications and Patent licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement, the Note and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Grantor does hereby grant to Purchaser a 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:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in **Schedule 1** annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each Patent license, including, without limitation, each Patent license listed on **Schedule 1** annexed hereto, together with all goodwill associated therewith; and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in **Schedule 1** annexed hereto, any Patent issued pursuant to a Patent application referred to in **Schedule 1** and any Patent licensed under any Patent license listed on **Schedule 1** annexed hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Purchaser pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

The Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

FUTURI MEDIA, LLC,
an Ohio limited liability company (effective upon the
consummation of the Acquisition Transaction)

By: 
Printed: Lawrence Shagrin
Title: President

*Signature Page to
Patent Security Agreement*

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Patents				
Assignee/Owner	Application / Issued	Jurisdiction	Application / Registration Number	Filing / Registration Date
Futuri Media, LLC	Issued	United States	8874026	03/01/2012
Futuri Media, LLC	Issued	United States	9294210	03/01/2012
Futuri Media, LLC	Application	United States	16/127,447	09/11/2018