

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5394346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
NOKE, INC.	02/21/2019

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT
Street Address:	600 WASHINGTON BOULEVARD
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	D736592
Patent Number:	10176656
Application Number:	15669811
Patent Number:	9747739
Patent Number:	9728022
Patent Number:	10125519
Application Number:	62679793
Application Number:	62736451
Application Number:	16176736
Application Number:	16196548

CORRESPONDENCE DATA

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PATENT

ATTORNEY DOCKET NUMBER:	27181.13700
NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	02/26/2019
Total Attachments: 4 source=2. Janus - First Lien Patent Security Agreement (Noke) (Executed)#page1.tif source=2. Janus - First Lien Patent Security Agreement (Noke) (Executed)#page2.tif source=2. Janus - First Lien Patent Security Agreement (Noke) (Executed)#page3.tif source=2. Janus - First Lien Patent Security Agreement (Noke) (Executed)#page4.tif	

GRANT OF FIRST LIEN SECURITY INTEREST IN UNITED STATES PATENTS**February 21, 2019**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, NOKE, INC., a Delaware corporation (the “Grantor”), hereby grants to UBS AG, STAMFORD BRANCH, with offices at 600 Washington Boulevard, Stamford, Connecticut 06901 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States patents and patent applications (the “Patents”) set forth on Schedule A attached hereto, (ii) any and all rights and privileges arising under applicable Law with respect to such Grantor’s use of the Patents, (iii) any and all inventions and improvements described and claimed therein, (iv) any and all reissues, divisions, continuations, renewals, extensions, reexaminations and continuations-in-part thereof, (v) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vi) any and all rights corresponding thereto throughout the world, and (vii) any and all rights to sue for past, present or future infringements thereof.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the First Lien Security Agreement by and among the Grantor, the Grantee, JANUS INTERMEDIATE, LLC, a Delaware limited liability company, as a Guarantor, and the other Grantors (as such term is defined therein) party thereto, dated as of February 12, 2018 (as supplemented by the Joinder Agreement to the First Lien Security Agreement, dated as of February 21, 2019, executed by the Grantor, and as further amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first above written.

GRANTOR:

NOKE, INC.,
a Delaware corporation

By: _____


Name: David Curtis

Title: President

[Signature Page to First Lien Patent Security Agreement]


GRANTEE:

UBS AG, STAMFORD BRANCH

By: _____

Name Darlene Arias

Title: Director

By: _____

Name Houssem Daly

Title: Associate Director

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE A

<u>Registered Owner/Applicant</u>	<u>Title</u>	<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
NOKE, INC.	ELECTRONIC LOCK	US	08-18-2014	29/499725	D736592	08-18-2015
NOKE, INC.	WIRELESS LOCKING DEVICE	US	08-04-2017	15/669807	10,176,656	01-08-2019
NOKE, INC.	ELECTRONIC PADLOCKS AND RELATED METHODS	US	08-04-2017	15/669811		
NOKE, INC.	WIRELESS LOCKING DEVICE	US	01-30-2015	14/610578	9,747,739	08-29-2017
NOKE, INC.	ELECTRONIC PADLOCKS AND RELATED METHODS	US	01-28-2016	15/009640	9,728,022	08-08-2017
NOKE, INC.	WIRELESS-ENABLED INTERCHANGEABLE LOCKING CORE	US	12/5/2017	15/832348	10,125,519	11/13/2018
NOKE, INC.	SYSTEMS AND METHODS FOR LOCKOUT-TAGOUT AND ELECTRONIC LOCKING DEVICES WITH MULTIPLE KEYHOLDERS	US	6/2/2018	62/679,793		
NOKE, INC.	WIRELESS AND QUICK-CLICK ENABLED SPLIT SHACKLE LOCK BLOCK	US	9/25/2018	62/736,451		
NOKE, INC.	WIRELESS-ENABLED INTERCHANGEABLE LOCKING CORE	US	10/31/2018	16/176,736		
NOKE, INC.	WIRELESS LOCKING DEVICE	US	11/20/2018	16/196,548		