

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5398484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EVA AUTOMATION, INC.	02/06/2019

RECEIVING PARTY DATA

Name:	LUCID TRUSTEE SERVICES LIMITED
Street Address:	6TH FLOOR, NO 1 BUILDING
Internal Address:	1-5 LONDON WALL BUILDINGS
City:	LONDON WALL, LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 5PG

PROPERTY NUMBERS Total: 52

Property Type	Number
Patent Number:	10098023
Patent Number:	10097881
Patent Number:	10085059
Patent Number:	9973811
Patent Number:	9954628
Patent Number:	9894541
Patent Number:	9894409
Patent Number:	9891932
Patent Number:	9860592
Patent Number:	9831962
Patent Number:	9806971
Patent Number:	9798554
Patent Number:	9763120
Application Number:	15425088
Application Number:	15577333
Application Number:	15790013
Application Number:	15790003
Application Number:	15790012
Application Number:	15790001

PATENT

Property Type	Number
Application Number:	10120642
Application Number:	10120641
Application Number:	15678043
Application Number:	15678078
Application Number:	15790000
Application Number:	15678072
Application Number:	15678069
Application Number:	15678048
Application Number:	15792762
Application Number:	10117119
Application Number:	15663821
Application Number:	15607610
Application Number:	15607614
Application Number:	15607617
Application Number:	15593293
Application Number:	15607619
Application Number:	15593300
Application Number:	15593296
Application Number:	15593290
Application Number:	15593287
Application Number:	15593284
Application Number:	15593282
Application Number:	15593268
Application Number:	15503261
Application Number:	15593307
Application Number:	15593306
Application Number:	15250941
Application Number:	15250936
Application Number:	15250938
Application Number:	15250931
Application Number:	15250927
Application Number:	15250929
Application Number:	15250933

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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: 312-862-6371

Email: renee.prescan@kirkland.com
Correspondent Name: RENEE PRESCAN
Address Line 1: 300 NORTH LASALLE STREET
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	14588-71 RMP
NAME OF SUBMITTER:	RENEE M. PRESCAN
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	02/28/2019

Total Attachments: 16

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PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT

PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, this "Agreement"), dated as of February 6, 2019, between **EVA Automation, Inc.**, a corporation incorporated under the laws of the State of Delaware (the "Assignor"), and **LUCID TRUSTEE SERVICES LIMITED**, a company incorporated under the laws of England and Wales ("Lucid"), in its capacity as security trustee (in such capacity, together with its successors and assigns, the "Security Agent") for the Secured Parties (as defined below).

WHEREAS, pursuant to that certain Amendment and Restatement Agreement, dated as of the date hereof (the "Second ARA"), the Assignor accedes to that certain Second Lien Facilities Agreement, originally dated as of July 17, 2017 (as amended and restated by the Amendment and Restatement Agreement dated as of October 24, 2018, and as further amended, restated, amended and restated, modified or otherwise supplemented and in effect from time to time, the "Credit Agreement"), by and among the Original Guarantors party thereto, the Original Lenders party thereto, Lucid Agency Services Limited, as Agent, and the Security Agent, pursuant to which the Lenders, subject to the terms and conditions set forth therein, made loans and otherwise extended credit to B & W Group Ltd (the "Borrower");

WHEREAS, pursuant to that certain Joinder Agreement dated as of the date hereof (the "Joinder Agreement"), by and between the Assignor and the Security Agent, pursuant to which the Assignor joins to that certain Security Agreement, dated as of November 16, 2018, by and among EVA Holding Corp., EVA Operations Corp. and the Security Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Assignor, as an Additional Company, grants a security interest to the Security Agent, for the benefit of the Secured Parties, in all of its right, title and interest in, to and under all of its assets that would be included in the Collateral in accordance with the definition of such term in the Security Agreement, to secure the payment and performance of the Secured Obligations;

WHEREAS, the Supplemental Intercreditor Agreement (as defined in the Credit Agreement, the "Intercreditor Agreement") governs the relative rights and priorities of the Secured Parties and the Senior Creditors (as defined therein) in respect of the Transaction Security (as defined therein);

WHEREAS, it is a condition subsequent to the Lenders making loans or otherwise extending credit under the Credit Agreement to the Borrower that the Assignor execute and deliver to the Security Agent, for the benefit of the Secured Parties, a patent collateral security and pledge agreement in substantially the form hereof; and

WHEREAS, the Assignor wishes to grant a Lien on and continuing security interest in the Patent Collateral in favor of the Security Agent, for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement referred to below:

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Security Agent to enforce, and sue and recover for, any breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any state, federal or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Security Agent for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patents. All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

- (a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;
- (c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
- (d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and
- (e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

Unless otherwise provided herein, the rules of interpretation set forth in the Credit Agreement shall be applicable to this Agreement.

2. GRANT OF SECURITY INTEREST.

To secure the payment and performance in full of all of the Secured Obligations, subject to the terms hereof and subject to the terms of the Intercreditor Agreement, the Assignor hereby unconditionally grants to, and charges in favor of, the Security Agent (for the benefit of the Secured Parties), BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral. THE SECURITY AGENT ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (a) Schedule A attached hereto sets forth a true and complete list of all the registered patents, rights to patents and patent applications now owned, licensed, controlled or used by the Assignor; (b) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (c) to the best of the Assignor's knowledge, each of the issued Patents is valid and enforceable; (d) to the best of the Assignor's knowledge, there is no infringement by others of the issued Patents or Patent Rights; (e) except as would not reasonably be expected to cause a Material Adverse Effect, no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the patent rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security interest and mortgage created by this Agreement and the Security Agreement or otherwise permitted by the Credit Agreement; (g) the Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees to the extent necessary to enable them to comply with the covenants herein contained; (h) this Agreement, together with the Security Agreement, as supplemented by the Joinder Agreement, will create in favor of the Security Agent a valid and perfected second priority security interest in the Patent Collateral upon making the filings referred to in clause (i) of this Section 3 (subject to Permitted Liens that are expressly permitted to have priority senior to the Liens securing the Secured Obligations); and (i) except for the filing of financing statements with the Secretary of State of the State of Delaware under the Uniform Commercial Code and the filing of this Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Assignor, or (B) for the perfection of the liens and security interests granted hereby or the exercise by the Security Agent of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Security Agent's prior written consent, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Agreement or the Security Agreement, in each case except to the extent permitted under the Credit Agreement.

5. AFTER-ACQUIRED PATENTS, ETC.

5.1 After-acquired Patents. If, before the Termination Date the Assignor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Agreement shall automatically apply thereto and, with respect to registered patents and registered patent applications or patents, patent applications or patentable inventions material to the Assignor's business, the Assignor shall promptly give to the Security Agent notice thereof in writing and execute and deliver to the Security Agent such documents or instruments as the Security Agent may reasonably request further to transfer title thereto to the Security Agent.

5.2 Amendment to Schedule. The Assignor authorizes the Security Agent to modify this Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under Section 2 or Section 5 hereof.

6. PATENT PROSECUTION.

6.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other reasonably necessary actions in connection with the Patent Collateral to the extent material to the business of the Loan Parties as conducted as of the Closing Date, and shall hold the Security Agent and each other Secured Party harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Security Agent or any other Secured Party in connection with the Security Agent's interest in any of the Patent Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel reasonably acceptable to the Security Agent to the extent necessary to abide by the terms of this Agreement.

6.2 Assignor's Duties, etc. The Assignor shall have the right and the duty, through patent counsel reasonably acceptable to the Security Agent, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter, to the extent material to the Loan Parties' business as conducted as of the Closing Date and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to the Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed patent application, or any pending patent application or patent, in each case to the extent material to the business of the Loan Parties as conducted as of the Closing Date, without the consent of the Security Agent, which consent shall not be unreasonably withheld. The Security Agent hereby appoints the Assignor as its agent for all matters referred to in the foregoing provisions of this Section 6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Security Agent may terminate such agency by providing written notice of termination to the Assignor.

6.3 Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to enforce the Patents and the Patent Rights. The Assignor may require the Security Agent to join in such suit or action as reasonably necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Security Agent is completely satisfied that such joinder will not subject the Security Agent or any other Secured Party to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Security Agent for all damages, costs and expenses, including legal fees, incurred by the Security Agent pursuant to this Section 6.3, such indemnification being subject to the absence of the

Security Agent's gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment.

6.4 Protection of Patents, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be reasonably necessary to properly maintain, protect, preserve, care for and enforce the Patent Collateral. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of any of the Patent Collateral to the extent that such Patent Collateral is material to the business of the Loan Parties as conducted as of the Closing Date.

6.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Security Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or the Assignor's rights, title or interests in and to any of the Patent Collateral, and of any event that does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of the Assignor or the Security Agent to dispose of any of the Patent Collateral or the rights and remedies of the Security Agent in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

7. LICENSE BACK TO ASSIGNOR.

Unless and until there shall have occurred and be continuing an Event of Default and the Security Agent has notified the Assignor that the license granted hereunder is terminated, the Security Agent hereby grants to the Assignor the sole and exclusive, nontransferable, royalty- free, worldwide right and license under the Patents to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Security Agent by the Assignor hereby. The Assignor agrees not to sell, assign, transfer, encumber or sublicense its interest in the license granted to the Assignor in this Section 7, without the prior written consent of the Security Agent unless such action is otherwise permitted under the Credit Agreement. Any such sublicenses granted on or after the date hereof shall be terminable by the Security Agent upon termination of the Assignor's license hereunder.

8. REMEDIES.

Subject to the terms hereof and subject to the terms of the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, then upon written notice by the Security Agent to the Assignor: (a) the Assignor's license with respect to the Patents as set forth in Section 7 shall terminate; (b) the Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (c) the Security Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Credit Agreement, the Security Agreement, and the other Finance Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Security Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses incurred by the Security Agent in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such

proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of such Patent Collateral is to be made or after which any private sale or other private disposition of such Patent Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Security Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Security Agent, in its own name or that of the Assignor (in the sole discretion of the Security Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Security Agent for any cost or expense incurred by the Security Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Security Agent (and any officer or agent of the Security Agent as the Security Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Security Agent to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or to take any and all actions necessary for the Security Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Security Agent and each other Secured Party from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Security Agent under this power of attorney (except for the Security Agent's gross negligence or willful misconduct as determined by a final nonappealable judgment of a court of competent jurisdiction). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as may be necessary in the Security Agent's reasonable discretion in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Security Agent the grant, perfection and priority of the Security Agent's security interest in any of the Patent Collateral. The Assignor shall, upon the Security Agent's reasonable request, furnish to the Security Agent such statements and schedules further identifying and describing the Patent Collateral and such other reports in connection therewith as the Security Agent may reasonably request, all in reasonable detail.

12. TERMINATION.

On the Termination Date this Agreement shall terminate and the Security Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Security Agent by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Security Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor, any Secured Party and the Security Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Security Agent or any other Secured Party, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Security Agent in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE SECURITY AGENT NOR ANY OTHER SECURED PARTY WILL ASSUME ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE SECURITY AGENT AND EACH OTHER SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE

SECURITY AGENT OR ANY OTHER SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications provided for herein shall be in writing and shall be delivered in accordance with Clause 33 (Notices) of the Credit Agreement.

18. AMENDMENT AND WAIVER.

This Agreement is subject to modification only by a writing signed by the Security Agent and the Assignor, except as provided in Section 5.2. The Security Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Security Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

19.1 THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

19.2 THE ASSIGNOR HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT SITTING IN NEW YORK OR THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF CALIFORNIA, IN ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, AND AGREES THAT ANY DISPUTE, ACTION, LITIGATION OR OTHER PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. THE ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING ANY SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 33 OF THE CREDIT AGREEMENT. A final judgment in any proceeding of any such court shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or any other manner provided by applicable Law. Nothing herein shall limit the right of the Security Agent or any other Secured Party to bring proceedings against the Assignor in any other court, nor limit the right of any party to serve process in any other manner permitted by applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by the Security Agent of any judgment or order obtained in any forum or jurisdiction.

20. WAIVER OF JURY TRIAL.

To the fullest extent permitted by applicable Law, the Assignor hereby waives (a) the right to trial by jury (which the Security Agent and the other Secured Parties hereby also waive) in any proceeding or dispute of any kind relating in any way to this Agreement, Secured Obligations or the Pledged Trademarks; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by the Security Agent on which the Assignor may in any way be liable, and hereby ratifies anything the Security Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing the Security Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against the Security Agent or any other

Secured Party, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any enforcement action, Secured Obligations, this Agreement or transactions relating hereto; and (g) notice of acceptance hereof. The Assignor acknowledges that the foregoing waivers are a material inducement to the Security Agent (on behalf of itself and the other Secured Parties) entering into this Agreement and that it is relying upon the foregoing in their dealings with the Assignor. The Assignor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

21. INTERCREDITOR AGREEMENT.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Security Agent, for the benefit of the Secured Parties, the exercise of any right or remedy by the Security Agent and the other Secured Parties, and the application of proceeds of collateral pursuant to this Agreement and any other PIK Security Document (as such term is defined in the Intercreditor Agreement) are subject to the terms, conditions and provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement, the provisions of the Intercreditor Agreement shall control. For the purposes of the Intercreditor Agreement, this Agreement shall be understood to be a PIK Security Document and the Patent Collateral under this Agreement shall be understood to be PIK EVA Collateral (as such term is defined in the Intercreditor Agreement). Notwithstanding anything to the contrary herein, the Security Agent acknowledges and agrees that the Assignor shall not be required to take or refrain from taking any action at the request of the Security Agent with respect to the Patent Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreement.

22. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Security Agent, each Secured Party, and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Credit Agreement, or between this Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

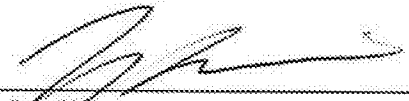
23. COUNTERPARTS; INTEGRATION; EFFECTIVENESS.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Finance Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page has been intentionally left blank; signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the Assignor has caused this Agreement to be duly executed as of the date first above written.

EVA AUTOMATION, INC.

By: 
Name: Jay Kim
Title: Secretary

[Signature Page to Patent Security Agreement]

LUCID TRUSTEE SERVICES LIMITED

By: 

Name:

Title:

Christopher Eastlake
Authorised Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE A

US Patents Issued:

<u>Owner</u>	<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
EVA Automation, Inc.	Redundant links for reliable communication	10,098,023	10/09/2018
EVA Automation, Inc.	Determining device state using state-detection circuit	10,097,881	10/09/2018
EVA Automation, Inc.	Determining device state using state-detection circuit	10,085,059	09/25/2018
EVA Automation, Inc.	Determining Device State Using State-Detection Circuit	9,973,811	05/15/2018
EVA Automation, Inc.	Environment identification based on multiple proximate hubs	9,954,628	04/25/2018
EVA Automation, Inc.	Redundant links for reliable communication	9,894,541	02/13/2018
EVA Automation, Inc.	User interface based on device-state information	9,894,409	02/13/2018
EVA Automation, Inc.	Touch-Sensitive Remote Control with Visual Feedback	9,891,932	02/13/2018
EVA Automation, Inc.	User interface based on device-state information	9,860,592	01/02/2018
EVA Automation, Inc.	Environment identification based on multiple proximate hubs	9,831,962	11/28/2017
EVA Automation, Inc.	Restricted-signal confirmation for high-throughput links	9,806,971	10/31/2017
EVA Automation, Inc.	Touch-sensitive remote control with visual feedback	9,798,554	10/24/2017
EVA Automation, Inc.	Redundant links for reliable communication	9,763,120	09/12/2017

US Patents Applications:

Owner	Jurisdiction	Description	Patent / Application Number	Issue / Application Date
EVA Automation, Inc.	United States	Acoustic Characterization of an Unknown Microphone	15425088	02/06/2017
EVA Automation, Inc.	United States	Loudspeaker Diaphragm	15577333	11/27/2017
EVA Automation, Inc.	United States	Equalization Based on Acoustic Monitoring	15790013	10/22/2017
EVA Automation, Inc.	United States	Coordination of Acoustic Sources Based on Location	15790003	10/22/2017
EVA Automation, Inc.	United States	Aggregation of Devices Based on Acoustic Monitoring	15790012	10/22/2017
EVA Automation, Inc.	United States	Acoustic Coordination of Audio Sources	15790001	10/22/2017
EVA Automation, Inc.	United States	Software-Based Wireless Coordination of Audio Playback	10120642	11/06/2018
EVA Automation, Inc.	United States	Software-Assisted Wireless Coordination of Audio Playback	10120641	11/06/2018
EVA Automation, Inc.	United States	Wireless Coordination of Audio Sources	15678043	08/15/2017
EVA Automation, Inc.	United States	Maintaining Coordination Following a Wireless Reset	15678078	08/15/2017
EVA Automation, Inc.	United States	Environmental Characterization Based on a Change Condition	15790000	10/22/2017
EVA Automation, Inc.	United States	Source Coordination of Audio Playback	15678072	08/15/2017
EVA Automation, Inc.	United States	Wireless Coordination of Audio Playback	15678069	08/15/2017
EVA Automation, Inc.	United States	Schedule-Based Coordination of Audio	15678048	08/15/2017

Owner	Jurisdiction	Description	Patent / Application Number	Issue / Application Date
		Sources		
EVA Automation, Inc.	United States	User Interface Based on Device-State Information	15792762	10/25/2017
EVA Automation, Inc.	United States	Redundant Links for Reliable Communication	10117119	10/30/2018
EVA Automation, Inc.	United States	Redundant Links for Reliable Communication	15663821	07/31/2017
EVA Automation, Inc.	United States	Environment Identification Based on Multiple Proximate Hubs	15607610	05/29/2017
EVA Automation, Inc.	United States	Automated Identification of Viewed Content	15607614	05/29/2017
EVA Automation, Inc.	United States	Repositioning HDMI Content Based on Content Changes	15607617	05/29/2017
EVA Automation, Inc.	United States	User Interface Based on System-State Information	15593293	05/11/2017
EVA Automation, Inc.	United States	User Interface Based on Device-State Information	15607619	05/29/2017
EVA Automation, Inc.	United States	User Interface Based on System-State Information	15593300	05/11/2017
EVA Automation, Inc.	United States	User Interface Based on System-State Information	15593296	05/11/2017
EVA Automation, Inc.	United States	User Interface Based on System-State Information	15593290	05/11/2017
EVA Automation, Inc.	United States	User Interface Based on Device-State Information	15593287	05/11/2017
EVA Automation, Inc.	United States	User Interface Based on Device-State Information	15593284	05/11/2017
EVA Automation, Inc.	United States	User Interface Based on Device-State Information	15593282	05/11/2017

Owner	Jurisdiction	Description	Patent / Application Number	Issue / Application Date
EVA Automation, Inc.	United States	User Interface Based on Device-State Information	15593268	05/11/2017
EVA Automation, Inc.	United States	User Interface Based on Device-State Information	15593261	05/11/2017
EVA Automation, Inc.	United States	Changing HDMI Content in a Tiled Window	15593307	05/11/2017
EVA Automation, Inc.	United States	Displaying HDMI Content in a Tiled Window	15593306	05/11/2017
EVA Automation, Inc.	United States	Casting of HDMI Content	15250941	8/30/2016
EVA Automation, Inc.	United States	Displaying HDMI Content at an Arbitrary Location	15250936	8/30/2016
EVA Automation, Inc.	United States	Changing HDMI Content in a Tiled Window	15250938	8/30/2016
EVA Automation, Inc.	United States	Repeated Commands Based on Device-State Information	15250931	8/30/2016
EVA Automation, Inc.	United States	User Interface Based on Device-State Information	15250927	8/30/2016
EVA Automation, Inc.	United States	Repeated Commands Based on Device-State Information	15250929	8/30/2016
EVA Automation, Inc.	United States	Displaying HDMI Content in a Tiled Window	15250933	8/30/2016
EVA Automation, Inc.	European Patent Office	Determining device state using a state-detection circuit	16842831.6	08/30/2016
EVA Automation, Inc.	European Patent Office	Redundant links for reliable communication	15873764.3	12/23/2015
EVA Automation, Inc.	United Kingdom	Redundant links for reliable communication	1711471.1	12/23/2015
EVA Automation, Inc.	WIPO/PCT	Wireless coordination of audio playback	PCT/US17/62447	11/19/2017

Owner	Jurisdiction	Description	Patent / Application Number	Issue / Application Date
EVA Automation, Inc.	WIPO/PCT	Wireless coordination of audio sources	PCT/US17/62446	11/19/2017