

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5511260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAVE WIRELESS, INC.	05/07/2019
SWIFTREACH NETWORKS, LLC	05/07/2019
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 22	
Property Type	Number
Patent Number:	9607502
Patent Number:	9591467
Patent Number:	9078092
Patent Number:	10182332
Patent Number:	6600812
Patent Number:	8126424
Patent Number:	8165562
Patent Number:	8484352
Patent Number:	8516122
Patent Number:	8751265
Patent Number:	8760290
Patent Number:	8825687
Patent Number:	8984143
Patent Number:	9071643
Patent Number:	9077676
Patent Number:	9244922
Patent Number:	9277389
Patent Number:	9503876
Patent Number:	9813885

Property Type	Number
Application Number:	13441148
Application Number:	15155935
Application Number:	16248093

CORRESPONDENCE DATA

Fax Number:
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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: PETER GIOVINE/WHITE & CASE LLP
Address Line 1: 1221 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1182293-0009-BC15
NAME OF SUBMITTER:	PETER GIOVINE
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	05/07/2019

Total Attachments: 7
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), dated May 7, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ANTARES CAPITAL LP (in its individual capacity, "Antares Capital"), as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, RAVE WIRELESS, INC., a Delaware corporation (the "Borrower"), RAVE INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), Antares, as Administrative Agent and Collateral Agent, and each lender from time to time party thereto, have entered into the Credit Agreement, dated as of May 7, 2019, (the "Closing Date") (as amended, restated, 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 and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower 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, restated, 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 and certain other Secured Parties to make other financial accommodations to the Borrowers and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral 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 the Collateral Agent for the benefit of the Secured Parties a Security Interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) all Patents, including the issued and pending Patents in the United States Patent and Trademark Office that are set forth in Schedule A hereto;
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Patents.

SECTION 2. Security for Obligations. The grant of a security interest in the 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 Grantor.

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 Commissioner for Patents and the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same 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, the Collateral Agent with respect to the 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.

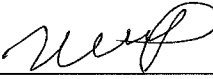
SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

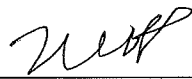
RAVE WIRELESS, INC.
as Initial Grantor

By: 
Name: William Price
Title: CFO, Treasurer and Secretary

[Signature Page to Patent Security Agreement]

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

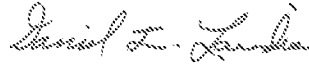
SWIFTREACH NETWORKS, LLC,
as Initial Grantor

By: 
Name: William Price
Title: CFO, Treasurer and Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 049109 FRAME: 0375

ANTARES CAPITAL LP,
as Collateral Agent



By: _____
Name: Daniel J. Landis
Title: Duly Authorized Signatory

SCHEDULE A

United States Patents and Patent Applications

Owner of Record	Title	Filing Date / Issue Date	Appl. No. / Patent No. / Jurisdiction
SwiftReach Networks, LLC	EMERGENCY INFORMATION SERVICES REAL-TIME INCIDENT CONTROL AND SITE MANAGEMENT	June 16, 2014 March 28, 2017	14/305,510 9,607,502 United States
Rave Wireless, Inc.	ROUTING ENGINE FOR EMERGENCY COMMUNICATIONS	July 6, 2015 March 7, 2017	14/792,028 9,591,467 United States
Rave Wireless, Inc.	ROUTING ENGINE FOR EMERGENCY COMMUNICATIONS	September 24, 2012 July 7, 2015	13/625,251 9,078,092 United States
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	November 7, 2017 January 15, 2019	15/805,636 10,182,332 United States
Rave Wireless, Inc.	METHOD AND APPARATUS FOR PROVIDING EMERGENCY RESPONSE INFORMATION	May 2, 2000 July 29, 2003	09/563,174 6,600,812 United States
Rave Wireless, Inc.	PERSONALIZED MESSAGE ESCROW WITH GRAPHICAL ROUTE REPRESENTATION	April 18, 2008 February 28, 2012	12/105,828 8,126,424 United States
Rave Wireless, Inc.	PERSONALIZED MESSAGE ESCROW	April 18, 2008 April 24, 2012	12/105,790 8,165,562 United States
Rave Wireless, Inc.	EMERGENCY INFORMATION SERVICES	March 30, 2010 July 9, 2013	12/749,600 8,484,352 United States
Rave Wireless, Inc.	EMERGENCY INFORMATION SERVICES	June 22, 2012 August 20, 2013	13/530,393 8,516,122 United States

Owner of Record	Title	Filing Date / Issue Date	Appl. No. / Patent No. / Jurisdiction
Rave Wireless, Inc.	LOCATION-BASED INFORMATION FOR EMERGENCY MANAGEMENT	February 6, 2013 August 8, 2013	13/760,711 8,751,265 United States
Rave Wireless, Inc.	PUBLIC SAFETY ANALYSIS SYSTEM	June 14, 2011 June 24, 2014	13/159,621 8,760,290 United States
Rave Wireless, Inc.	DATA MANAGEMENT SYSTEM	November 10, 2011 September 2, 2014	13/293,713 8,825,687 United States
Rave Wireless, Inc.	EMERGENCY INFORMATION SERVICES	September 30, 2010 March 17, 2015	12/894,492 8,984,143 United States
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	April 5, 2002 June 30, 2015	13/440,319 9,071,643 United States
Rave Wireless, Inc.	INTELLIGENT MESSAGING	November 10, 2011 July 7, 2015	13/293,662 9,077,676 United States
Rave Wireless, Inc.	DATA MANAGEMENT SYSTEM	April 16, 2014 January 26, 2016	14/254,266 9,244,922 United States
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	June 24, 2015 March 1, 2016	14/748,721 9,277,389 United States
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	February 26, 2016 November 22, 2016	15/054,544 9,503,876 United States
Rave Wireless, Inc.	PERSONAL SECURITY SYSTEM	October 24, 2016 November 7, 2017	15/332,067 9,813,885 United States
Rave Wireless, Inc.	EMERGENCY RESPONSE DATA MANAGEMENT	April 6, 2012 N/A	13/441,148 N/A United States
Rave Wireless, Inc.	REAL-TIME OVER THE TOP 9-1-1 CALLER LOCATION DATA	May 16, 2016 N/A	15/155,935 N/A United States
Rave Wireless, Inc.	Unidentified	January 15, 2019 N/A	16/248,093 N/A United States