505560629 07/08/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5607426

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SCHEDULE OF PROPERTY UPDATED TO INCLUDE U.S. PROVISIONAL NO. 62/449,827 previously recorded on Reel 049661 Frame 0549. Assignor(s) hereby confirms the SECURITY INTEREST.

CONVEYING PARTY DATA

Name	Execution Date
TWEDDLE GROUP, INC.	02/13/2019

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS AGENT
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	9367973
Patent Number:	9679423
PCT Number:	US2014049260
Application Number:	14448674
Application Number:	62449827
PCT Number:	US1814731

CORRESPONDENCE DATA

Fax Number: (212)755-7306

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: 212-326-3939

Email: elabarge@jonesday.com, wtokmakidis@jonesday.com

Correspondent Name: ELIZABETH LABARGE Address Line 1: 250 VESEY STREET

Address Line 2: **JONES DAY**

NEW YORK, NEW YORK 10281-1047 Address Line 4:

ATTORNEY DOCKET NUMBER:	853934-615001
NAME OF SUBMITTER:	ELIZABETH LABARGE

SIGNATURE:	/Elizabeth LaBarge/
DATE SIGNED:	07/08/2019
Total Attachments: 9	
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PATENT SECURITY AGREEMENT

February 13, 2019

THIS PATENT SECURITY AGREEMENT, dated as of February 13, 2019 (the "2019 Patent Security Agreement"), is made by Tweddle Group, Inc., a Michigan corporation ("Grantor"), in favor of Cortland Capital Market Services LLC, in its capacity as administrative agent and as collateral agent for the Lenders (together with its successors in such capacities, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of October 24, 2016 (the "Existing Patent Security Agreement"), Grantor granted to Goldman Sachs Bank USA (the "Prior Agent"), for the ratable benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below) listed on Part A of Schedule I hereto;

WHEREAS, the Grantor owns certain other Patent Collateral listed on Part B of <u>Schedule</u> I hereto;

WHEREAS, pursuant to that certain Assignment of Security Interest in Patent Collateral, dated as of October 18, 2018, the Prior Agent assigned all of its rights, powers and privileges as collateral agent under the Existing Patent Security Agreement to Agent;

WHEREAS, reference is made to that certain Amended and Restated Guaranty and Security Agreement dated as of September 17, 2018 (including all annexes, exhibits or schedules thereto, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this 2019 Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Grantor hereby (i) reconfirms its grant to Agent as successor to the Prior Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following Collateral owned by such Grantor and listed on Part A of <u>Schedule I</u>; and (ii) grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following Collateral owned by such Grantor, listed on Part B of <u>Schedule I</u>, for both (i) and (ii) whether presently existing or hereafter created or acquired (collectively, the "<u>Patent Collateral</u>"):

- (a) all of its Patents and all Patent licenses including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;
- (c) all income, royalties, payments and proceeds of the foregoing now and hereafter due and payable; and
- (d) the right to sue and recover damages and payments for past, present or future infringement of the foregoing.
- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this 2019 Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to each of the Collateral Agreement and the Existing Patent Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>COUNTERPARTS</u>. This 2019 Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 5. <u>GOVERNING LAW</u>. This 2019 Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- Agreement, dated as of February 13, 2019, by and between the Term Loan Agent (as defined therein) and the ABL Agent (as defined therein) (the "Intercreditor Agreement"). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent, for the benefit of the Secured Parties hereunder, pursuant to this 2019 Patent Security Agreement and the exercise of any right or remedy by the Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this 2019 Patent Security Agreement, the provisions of the Intercreditor Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

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

> TWEDDLE GROUP, INC., a Michigan corporation, as Grantor

Name: Archie R. Meyers, Jr.

Title: Chief Financial Officer Secretary and Treasurer

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC,

as Agent

By:

Matthew Trybula Associate Counsel

[Signature Page to Patent Security Agreement]

SCHEDULE I TO

PATENT SECURITY AGREEMENT

Part A

<u>Patents</u>

	Title	Country	Filing Date	Filing Date Application No.	Issue Date	Patent No.	Owner
1.	SYSTEMS AND METHODS	United	7/31/2014	14/448,683	6/14/2016	9,367,973	Tweddle Group,
	OF CREATING AND	States					Inc.
	DELIVERING ITEM OF						
	MANUFACTURE SPECIFIC						
	INFORMATION TO REMOTE						
	DEVICES						
2.	2. SYSTEMS AND METHODS OF	United States	12/14/2015	14/968,529	6/16/2016	9,679,423	Tweddle Group, Inc
	CREATING AND DELIVERING ITEM						
	OF MANUFACTURE SPECIFIC						
	INFORMATION TO REMOTE						
	DEVICES						

Patent Applications

,2		-
SYSTEMS AND METHODS OF CREATING AND DELIVERING ITEM OF MANUFACTURE SPECIFIC INFORMATION TO REMOTE DEVICES	CREATING AND DELIVERING ITEM OF MANUFACTURE SPECIFIC INFORMATION TO REMOTE DEVICES	Title
United States	Intellectual Property Organization	Country
7/31/2014	//31/2014	Filing Date
14/448,674	//31/2014 FC1/032014/0492	Filing Date Application No.
2/26/2015	2/3/2013	Publication Date
20150058251	-	
Tweddle Group, Inc.	I wedate Group, Inc.	Owner

Part B Patents

Title	Country	Filing Date	Application No.	Issue Date	Patent No.	Owner
SYSTEMS AND METHODS OF	European	7/31/2014	14831686.2	6/8/2016	EP 3028104 A4	Tweddle Group,
CREATING AND DELIVERING	Patent					Inc.
ITEM OF MANUFACTURE	Convention					
SPECIFIC INFORMATION TO						
REMOTE DEVICES						

Patent Applications

	DIAGNOSTICS	OF VEHICLE	METHOD AND SYSTEM	Title
Property Organization	Intellectual	States/World	United	Country
PCT: 1/22/2018		1/24/2017	USPTO:	Filing Date
731	PCT/US2018/014		US 62/449,827	Application No.
	8/2/2018	PCT:		Publication Date
	2018/140631	WO		Publication No.
		Inc.	Tweddle Group,	Owner



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JULY 4, 2019

PTAS

ELIZABETH LABARGE 250 VESEY STREET JONES DAY NEW YORK, NY 10281-1047 505556386

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/03/2019 REEL/FRAME: 049661/0549

NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 853934-615001

ASSIGNOR:

TWEDDLE GROUP, INC. DOC DATE: 02/13/2019

ASSIGNEE:

CORTLAND CAPITAL MARKET SERVICES LLC, AS AGENT 225 W. WASHINGTON STREET

9TH FLOOR

CHICAGO, ILLINOIS 60606

APPLICATION NUMBER: 14448674 FILING DATE: 07/31/2014

PATENT NUMBER: ISSUE DATE:

TITLE: SYSTEMS AND METHODS OF CREATING AND DELIVERING ITEM OF

MANUFACTURE SPECIFIC INFORMATION TO REMOTE DEVICES

APPLICATION NUMBER: 14448683 FILING DATE: 07/31/2014 PATENT NUMBER: 9367973 FILING DATE: 06/14/2016 TITLE: SYSTEMS AND METHODS OF CREATING AND DELIVERING ITEM OF

MANUFACTURE SPECIFIC INFORMATION TO REMOTE DEVICES

 APPLICATION NUMBER: 14968529 FILING DATE: 12/14/2015 ISSUE DATE: 06/13/2017 PATENT NUMBER: 9679423 TITLE: SYSTEMS AND METHODS OF CREATING AND DELIVERING ITEM OF

MANUFACTURE SPECIFIC INFORMATION TO REMOTE DEVICES

APPLICATION NUMBER: FILING DATE: 07/31/2014

PATENT NUMBER: ISSUE DATE:

PCT NUMBER: US2014049260

TITLE: SYSTEMS AND METHODS OF CREATING AND DELIVERING ITEM OF MANUFACTURE SPECIFIC INFORMATION TO REMOTE DEVICES

APPLICATION NUMBER: FILING DATE: 01/22/2018

PATENT NUMBER: ISSUE DATE:

PCT NUMBER: US2018014731

TITLE: METHOD AND SYSTEM OF VEHICLE DIAGNOSTICS

ASSIGNMENT RECORDATION BRANCH PUBLIC RECORDS DIVISION

505556386 07/03/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5603183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TWEDDLE GROUP, INC.	02/13/2019

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS AGENT	
Street Address:	225 W. WASHINGTON STREET	
Internal Address:	9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	9367973
Patent Number:	9679423
PCT Number:	US2014049260
Application Number:	14448674
PCT Number:	US2018014731

CORRESPONDENCE DATA

Fax Number: (212)755-7306

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Phone: 212-326-3939

Email: elabarge@jonesday.com, wtokmakidis@jonesday.com

ELIZABETH LABARGE Correspondent Name: Address Line 1: 250 VESEY STREET

Address Line 2: JONES DAY

Address Line 4: NEW YORK, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	853934-615001		
NAME OF SUBMITTER:	ELIZABETH LABARGE		
SIGNATURE:	/Elizabeth LaBarge/		
DATE SIGNED:	07/03/2019		

PATENT REEL: 049693 FRAME: 0897 RECORDED: 07/08/2019