

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5732221

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the INCORRECT APPLICATION NUMBER 29/688475 previously recorded on Reel 050277 Frame 0594. Assignor(s) hereby confirms the PATENT SECURITY AGREEMENT.

CONVEYING PARTY DATA

Name	Execution Date
QUANTUM SPATIAL, INC.	09/05/2019

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
Street Address:	111 S WACKER DRIVE, 36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6757445
Patent Number:	10319101
Patent Number:	10295410
Application Number:	16042940
Application Number:	16045636
Application Number:	16130989
Application Number:	62752968
Application Number:	62752970
Application Number:	29668475
Application Number:	62752972
Application Number:	62752975

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: NANCY J. BROUGHER, PARALEGAL

Address Line 1: C/O GOLDBERG KOHN LTD.

Address Line 2: 55 EAST MONROE, SUITE 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7428.055

NAME OF SUBMITTER: NANCY BROUGHER

SIGNATURE: /njb/

DATE SIGNED: 09/23/2019

Total Attachments: 7

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5702462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUANTUM SPATIAL, INC.	09/05/2019
RECEIVING PARTY DATA	
Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
Street Address:	111 S WACKER DRIVE, 36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	6757445
Patent Number:	10319101
Patent Number:	10295410
Application Number:	16042940
Application Number:	16045636
Application Number:	16130989
Application Number:	62752968
Application Number:	62752970
Application Number:	29688475
Application Number:	62752972
Application Number:	62752975
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
<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:	3128637198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	NANCY J. BROUGHER, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD.
Address Line 2:	55 EAST MONROE, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 5, 2019, by QUANTUM SPATIAL, INC., a Wisconsin corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as a borrower, certain of its affiliates, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (collectively, the "Patent Collateral");

- (a) all of its Patents and Patent Licenses including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

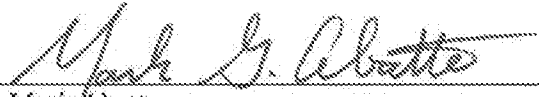
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and 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. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Patent Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Patent Security Agreement shall constitute effective delivery of such signature page.

[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.

QUANTUM SPATIAL, INC., a Wisconsin corporation

By: 
Name: Mark Abatto
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Country	Title	App. No. / Date	Patent No. / Date	Owner
U.S.A.	“Method And Apparatus For Producing Digital Orthophotos Using Sparse Stereo Configurations And External Models”	04-October-2000 / 679726	US6757445B1 / 29-June-2004	Quantum Spatial, Inc.
U.S.A.	“Systems and methods for deriving spatial attributes for imaged objects utilizing three-dimensional information”	Non-provisional patent application / 193782 / 27-June-2016	US10319101B2 / 11-June-2019	Quantum Spatial, Inc.
U.S.A.	“Systems and methods for facilitating making partial selections of multidimensional information while maintaining multidimensional structure”	Non-Provisional patent application / 16/042940 / 23-July-2018	N/A	Quantum Spatial, Inc.
U.S.A.	“Systems and methods for facilitating imagery and point-cloud based facility modeling and remote change detection”	Non-Provisional patent application / 16/045636 / 25-July-2018	N/A	Quantum Spatial, Inc.
U.S.A.	“Systems and methods for the remote detection of greenhouse atmospheric gas”	Non-Provisional patent application / 694714 / 1-Sept-2017	US10295410B2 / 21-May-2019	Quantum Spatial, Inc.
U.S.A.	“Docking station for the mechanical alignment of an autonomous robotic platform”	Non-Provisional patent application / 16/130989 / 13-Sept-2018	N/A	Quantum Spatial, Inc.
U.S.A.	“Method For The Automated Docking of Robotic Platforms”	Provisional patent application / 62/752968 / 30-Oct-2018	N/A	Quantum Spatial, Inc.

Country	Title	App. No. / Date	Patent No. / Date	Owner
U.S.A.	"System For the Automated Docking of Robotic Platforms"	Provisional patent application / 62/752970 30-Oct-2018	N/A	Quantum Spatial, Inc.
U.S.A.	"Docking Station For A Robotic Platform"	Design patent application / 29/668475 / 30-Oct-2018	N/A	Quantum Spatial, Inc.
U.S.A.	"Sulfur Hexafluoride Imaging System"	Provisional patent application / 62/752972 / 30-Oct-2018	N/A	Quantum Spatial, Inc.
U.S.A.	"Method for Detecting Sulfur Hexafluoride"	Provisional patent application / 62/752975 / 30-Oct-2018	N/A	Quantum Spatial, Inc.