

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5797833

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GADDIS PARTNERS, LTD.	10/31/2019
RECEIVING PARTY DATA		
Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, AS COLLATERAL AGENT	
Street Address:	680 WASHINGTON BLVD.	
City:	STAMFORD	
State/Country:	CONNECTICUT	
Postal Code:	06901	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8977296
CORRESPONDENCE DATA		
Fax Number:	(212)294-4700	
<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:	2122946635	
Email:	dkumar@winston.com	
Correspondent Name:	WINSTON & STRAWN LLP - BECKY TROUTMAN	
Address Line 1:	101 CALIFORNIA STREET	
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-5840	
ATTORNEY DOCKET NUMBER:	86703.14- 1ST LIEN SA BOI	
NAME OF SUBMITTER:	BECKY L. TROUTMAN	
SIGNATURE:	/Becky L. Troutman/	
DATE SIGNED:	10/31/2019	
Total Attachments: 5		
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FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 31, 2019 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND THE COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Amended and Restated Pledge and Security Agreement dated as of June 28, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”; the capitalized terms defined therein and not otherwise defined herein being used herein as therein defined), by and among TW LRW HOLDINGS, LLC, as Holdings, SW HOLDINGS, LLC, as the Borrower, the Grantor pursuant to that certain First Lien Counterpart Agreement, dated as of the date hereof, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the First Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the First Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the First Lien Credit Agreement, the provisions of the Pledge and Security Agreement or the First Lien Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GADDIS PARTNERS, LTD.

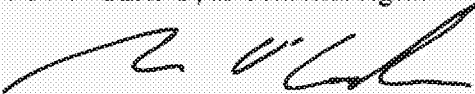
as the Grantor

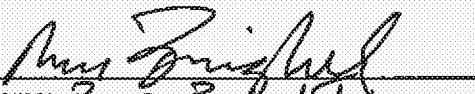
By: 

Name: Catherine Lindquist

Title: President

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**

By: 
Name: Manus O'Callaghan
Title: Director

By: 
Name: RuSS Brkshy
Title: Director

SCHEDULE 1 TO
FIRST LIEN PATENT SECURITY AGREEMENT

PATENTS:

Patents	Owner/Applicant	Jurisdiction	Date of Application and Application Number	Date of Registration and Registration Number
“Methods and systems for setting up geo fences and delivering digital media content based on such geo fences.”	Gaddis Partners, Ltd.	U.S.	February 2, 2012 13/365129	March 10, 2015 8977296

[Signature Page to First Lien Patent Security Agreement]

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RECORDED: 10/31/2019

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