

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5818869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DATAONLINE LLC	11/13/2019
RECEIVING PARTY DATA	
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC
Street Address:	311 SOUTH WACKER DRIVE
Internal Address:	64TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8061021
Patent Number:	7399985
Patent Number:	8840147
CORRESPONDENCE DATA	
Fax Number:	(973)301-8410
<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:	973-360-7900
Email:	LUCASCH@GTLAW.COM
Correspondent Name:	GREENBERG TRAUIG, LLP
Address Line 1:	500 CAMPUS DRIVE
Address Line 2:	SUITE 400
Address Line 4:	FLORHAM PARK, NEW JERSEY 07932
ATTORNEY DOCKET NUMBER:	123042-012600
NAME OF SUBMITTER:	CHRISTINE LUCAS
SIGNATURE:	/Christine Lucas/
DATE SIGNED:	11/13/2019
Total Attachments: 4	
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NOTICE OF GRANT OF A SECURITY INTEREST—PATENTS

This NOTICE OF GRANT OF A SECURITY INTEREST—PATENTS (this “*Notice of Grant of a Security Interest—Patents*”) is made as of November 13, 2019, by and among DATAONLINE LLC (the “*Grantor*”) and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 13, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents, including those set forth on *Schedule A* hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property (as defined in the Credit Agreement) and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens (as defined in the Credit Agreement) permitted to be senior in accordance with the Credit Agreement) in the Collateral.

Unless indicated otherwise, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Patents 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Notice of Grant of a Security Interest—Patents shall be governed by, and construed in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—Patents to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

DATAONLINE LLC

By: 

Name: Geoff Evans

Title: Secretary

[Signature Page to Notice of Grant of a Security Interest- Patents]

PATENT
REEL: 051000 FRAME: 0017

ADMINISTRATIVE AGENT:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**

By: 

Name: Jeffrey Cupples

Title: Managing Director

[Signature Page to Notice of Grant of a Security Interest—Patents]

**PATENT
REEL: 051000 FRAME: 0018**

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST—PATENTS**

Patent Registrations and Applications

Patent	App. No.	Filing Date	Patent No.	Issue Date	Applicant / Registered Owner
Method of Replacing Electrical Components of a Monitoring System	12/756,227	4/8/2010	8,061,021	11/22/2011	DataOnline Intellectual Property, LP
Optical Non-Contact Sensor for Detecting Material Level in a Container	11/457,206	7/13/2006	7,399,985	7/15/2008	DataOnline Intellectual Property, LP
Telemetry System Adaptation for Non-Telemetry Equipped Sensors	13/088,584	4/18/2011	8,840,147	9/23/2014	DataOnline LLC