

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5972888

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	VIP CINEMA, LLC	02/20/2020
RECEIVING PARTY DATA		
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS COLLATERAL AGENT	
Street Address:	500 DELAWARE AVENUE	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	10118508	
Patent Number:	10188213	
Patent Number:	10507742	
Application Number:	16228644	
Application Number:	16001898	
Application Number:	62897192	
Application Number:	62925165	
Application Number:	62925177	
Application Number:	16724121	
CORRESPONDENCE DATA		
Fax Number:		
<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:	800-494-5225	
Email:	ipteam@cogencyglobal.com	
Correspondent Name:	STEWART WALSH	
Address Line 1:	1025 VERMONT AVE NW, STE 1130	
Address Line 2:	COGENCY GLOBAL INC.	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	1189740 PAT	
NAME OF SUBMITTER:	KAREN S. COTTRELL	

PATENT

SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	02/20/2020
Total Attachments: 5 source=Patent Security Agreement for Filing#page2.tif source=Patent Security Agreement for Filing#page3.tif source=Patent Security Agreement for Filing#page4.tif source=Patent Security Agreement for Filing#page5.tif source=Patent Security Agreement for Filing#page6.tif	

GRANT OF SECURITY INTEREST
IN PATENTS

This Grant of Security Interest in Patents, dated as of February 20, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Wilmington Savings Fund Society, FSB, as collateral agent (the “Collateral Agent”).

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Security Agreement among the Grantors, the other assignors from time to time party thereto and the Collateral Agent, dated as of February 20, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral

SECTION 2.1. Each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

(a) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country or group of countries, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor’s use of any patents, (c) all inventions and improvements described and claimed therein, (d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (e) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof, (f) all rights corresponding thereto throughout the world and (g) rights to sue for past, present or future infringements thereof.

SECTION 3. Security Agreement.

This Agreement has been executed in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. Counterparts

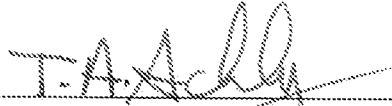
This Agreement may be executed by facsimile or other electronic imaging transmission and in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

VIP CINEMA, LLC, as Grantor

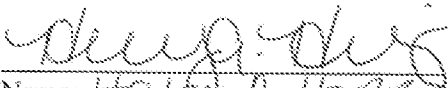
By


Name: Theodore A. Schulz
Title: Treasurer

[Signature Page to Grant of Security Interest in Patents]

PATENT
REEL: 051872 FRAME: 0580

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By 
Name: Harold A. Harris
Title: TRUST OFFICER

PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations

<u>Owner</u>	<u>Title</u>	<u>Patent Numbers</u>	<u>Issue Date</u>
VIP Cinema, LLC	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	10118508	11/06/2018
VIP Cinema, LLC	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	10188213	01/29/2019
VIP Cinema, LLC	MOTOR DRIVEN SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	10507742	12/17/2019

U.S. Patent Applications

<u>Owner</u>	<u>Title</u>	<u>Application Numbers</u>	<u>Filing Date</u>
VIP Cinema, LLC	DUAL MOTION SLOPED FLOOR RECLINE MECHANISM FOR A THEATER SEAT	16/228644	12/20/2018
VIP Cinema, LLC	LINEAR ACTUATOR HAVING EXTERNAL VARIABLE LIMIT SWITCHES	16/001898	06/06/2018
VIP Cinema, LLC	SEATING APPARATUSES AND SYSTEMS	62/897,192	9/6/2019
VIP Cinema, LLC	UNDERSEAT CLEANING SYSTEM	62/925,165	10/23/2019
VIP Cinema, LLC	SEATING SYSTEM WITH PRIVACY WALL	62/925,177	10/23/2019
VIP Cinema, LLC	MECHANISM FOR ACTUATING MOTION FURNITURE	16/724,121	12/20/2019