

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6102312

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COGNIA, INC.	05/04/2020
RECEIVING PARTY DATA		
Name:	PNC BANK, NATIONAL ASSOCIATION	
Street Address:	1075 PEACHTREE STREET NE, SUITE 1800	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30309	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8303309	
Patent Number:	8954456	
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:	404-626-8138	
Email:	nick.passarello@agg.com	
Correspondent Name:	ARNALL GOLDEN GREGORY LLP	
Address Line 1:	171 17TH ST NW, SUITE 2100	
Address Line 2:	NICHOLAS A. PASSARELLO	
Address Line 4:	ATLANTA, GEORGIA 30363	
ATTORNEY DOCKET NUMBER:	29841.19	
NAME OF SUBMITTER:	NICHOLAS A. PASSARELLO	
SIGNATURE:	/NICHOLAS A. PASSARELLO/	
DATE SIGNED:	05/12/2020	
Total Attachments: 7		
source=Coversheet - Patents#page1.tif		
source=Patent Security Agreement#page1.tif		
source=Patent Security Agreement#page2.tif		
source=Patent Security Agreement#page3.tif		

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Cognia, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 4, 2020

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: _____

Street Address: 1075 Peachtree Street NE, Suite 1800

City: Atlanta

State: Georgia

Country: USA Zip 30309

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

None

8,303,309
8,964,456

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Anali Golden Gregory LLP

Internal Address: Attn: Nick Passarello

Street Address: 171 17th Street NW, Suite 2100

City: Atlanta

State: Georgia Zip 30363

Phone Number: 404.626.8138

Docket Number: 29841.19

Email Address: nick.passarello@agg.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$0.00

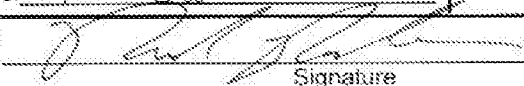
- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

May 4, 2020

Date

Nicholas A. Passarello
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1456, Alexandria, V.A. 22313-1456

Rider to Security Agreement – Patents



THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of May 4, 2020, by and between **COGNIA, INC.**, a Georgia nonprofit corporation (the “**Grantor**”), with an address at 9115 Westside Parkway, Alpharetta, GA, 30009 and **PNC BANK, NATIONAL ASSOCIATION** (the “**Bank**”), with an address at 1075 Peachtree Street NE, Suite 1800, Atlanta, GA 30309. This Rider is incorporated into and made part of that certain Security Agreement (“**Security Agreement**”) between the Grantor and the Bank dated as of the date hereof, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank (all such documents including this Rider being collectively referred to as “**Loan Documents**”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

As collateral security for the Obligations (as defined in the Security Agreement) under the Loan Documents, the Grantor has agreed to grant a security interest in and to assign to the Bank the Patent Collateral (as hereinafter defined). The Bank desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, the Grantor does hereby assign and grant to the Bank a lien and security interest in (a) all of the Grantor’s right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of Grantor (hereinafter referred to collectively as the “**Patents**”); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of Grantor (hereinafter referred to collectively as the “**Applications**”); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the “**Reissued Patents**”); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the “**Patent Rights**”); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the “**Claims**”) (the Patent Rights and Claims collectively referred to as the “**Patent Collateral**”).

2. Representations and Warranties. The Grantor warrants and represents to the Bank that: (a) the Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) the Patent Collateral is valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has no notice of any suits or actions commenced or threatened in writing against it, or notice of claims asserted or threatened in writing against it, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character, except for any non-exclusive licenses granted in the ordinary course of business.

3. Covenants. The Grantor further covenants to the Bank that: (a) until all of the Obligations have been satisfied in full (other than contingent indemnification obligations or expense reimbursement obligations for

which no claim has yet been made), the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral.

4. Maintenance of Patent Collateral. The Grantor further covenants that: until all of the Obligations have been satisfied in full, it will (i) not enter into any agreements, including without limitation, license agreements, which are inconsistent with the Grantor's undertakings and covenants under this Rider or which materially restrict or impair the Bank's rights hereunder and (ii) maintain the Patent Collateral in full force and effect.

5. Negative Pledge. Except as permitted by the Loan Documents, the Grantor shall not sell, assign or further encumber its rights and interest in the Patent Collateral without prior written consent of the Bank.

6. Remedies Upon Default.

(a) Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and while such Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full (other than contingent indemnification obligations or expense reimbursement obligations for which no claim has yet been made).

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably require to permanently assign all rights in the Patent Collateral to the Bank, which documents shall be held by the Bank, in escrow, until the occurrence and continuance of an Event of Default hereunder or under the Loan Documents. After such occurrence and continuance, the Bank may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

7. Prosecution of Patent Applications.

(a) The Grantor shall, at its own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application, to the extent material to the operation of the Grantor's business, prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without the prior written consent of the Bank. The Grantor shall not abandon any Patent Collateral that is material to the operation of the Grantor's business.

(b) [Reserved].

(c) The Grantor shall have the right to bring suit in the name of the Grantor to enforce the Patent Collateral, in which case the Bank may, at the Bank's option, be joined as a nominal party to such suit if the Bank shall be satisfied that such joinder is necessary and that the Bank is not thereby incurring any risk of liability by such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Bank for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Bank pursuant to this paragraph and all other actions and conduct of the Grantor with respect to the Patent Rights during the term of this Rider, except any damages, costs and expenses resulting from the Bank's gross negligence or willful misconduct.

8. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. Termination of Agreement. Upon payment and performance of all Obligations (other than contingent indemnification obligations or expense reimbursement obligations for which no claim has yet been made), this Rider shall automatically terminate and the Bank shall execute and deliver to the Grantor all documents necessary to terminate the Bank's security interest in the Patent Collateral.

11. Fees and Expenses. Any and all reasonable, documented and out-of-pocket fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

12. Additional Remedies. Upon the occurrence and continuance of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable, documented and out-of-pocket expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Patent Collateral.

13. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile or other electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or other electronic transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

GRANTOR

COGNIA, INC.
a Georgia nonprofit corporation

By: Mark B. Elgart
Name: Mark Elgart
Its: President and Chief Executive Officer

[CORPORATE SEAL]

BANK

PNC BANK, NATIONAL ASSOCIATION

By: B. K. Fiddler
Name: Brandon K. Fiddler
Its: Senior Vice President

SCHEDULE A

PATENT NUMBER	REGISTRATION DATE	NAME OF INVENTOR(S)	TITLE
8,303,309	November 6, 2012	Thomas Hoffmann; Michael K. Russell	INTEGRATED INTEROPERABLE TOOLS SYSTEM AND METHOD FOR TEST DELIVERY
8,954,456	February 10, 2015	Thomas Hoffmann; Michael K. Russell; Zachary Pierce	TRANSLATION AND TRANSCRIPTION CONTENT CONVERSION