

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6111837

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AUTOALERT, LLC	05/15/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL AGENT	
<b>Street Address:</b>	2951 28TH STREET, SUITE 1000	
<b>City:</b>	SANTA MONICA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	90405	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	10430848	
<b>Application Number:</b>	16436852	
<b>Application Number:</b>	15786540	
<b>Application Number:</b>	14271200	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	312-577-8574	
<b>Email:</b>	humberto.aquino@katten.com	
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN	
<b>Address Line 1:</b>	525 WEST MONROE STREET	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661	
<b>ATTORNEY DOCKET NUMBER:</b>	389395-00031	
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO	
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/	
<b>DATE SIGNED:</b>	05/18/2020	
<b>Total Attachments: 5</b>		
source=BlackRock_AutoAlert - Patent Security Agreement#page1.tif		
source=BlackRock_AutoAlert - Patent Security Agreement#page2.tif		
source=BlackRock_AutoAlert - Patent Security Agreement#page3.tif		

source=BlackRock\_AutoAlert - Patent Security Agreement#page4.tif

source=BlackRock\_AutoAlert - Patent Security Agreement#page5.tif

## Patent Security Agreement

**Patent Security Agreement**, May 15, 2020, by AutoAlert, LLC, 9050 Irvine Center Drive, Irvine, CA 92618, a Nevada limited liability company (individually, a "Grantor"), in favor of OBSIDIAN AGENCY SERVICES, INC., 2951 28th Street, Suite 1000, Santa Monica, CA 90405, a California corporation, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of March 31, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GCA"), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Patent and Patent License Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- A. all Patents of such Grantor, including the Patents listed on Schedule I attached hereto;
- B. all Proceeds of any and all of the foregoing; and
- C. all rights to sue for past, present or future infringements thereof.

Notwithstanding anything to the contrary contained in clauses A, B and C above, the security interest created by this Patent Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the GCA, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

**AUTOALERT, LLC**


By: 

Name: Fareuk Hussein

Title: Vice President

Accepted and Agreed:

**OBSIDIAN AGENCY SERVICES, INC.,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Philip Tseng  
Title: Vice President

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENTS AND PATENT APPLICATIONS**

**Patents and Patent Applications:**

<b>Description</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Patent Date</b>
GENERATING CUSTOMER-SPECIFIC VEHICLE PROPOSALS FOR POTENTIAL VEHICLE CUSTOMERS	16436852	6/10/19	N/A	N/A
VISUAL DISCOVERY TOOL FOR AUTOMOTIVE MANUFACTURERS, WITH NETWORK ENCRYPTION, DATA CONDITIONING, AND PREDICTION ENGINE	15925664	3/19/18	10430848	10/1/19
VISUAL DISCOVERY TOOL FOR AUTOMOTIVE MANUFACTURERS WITH NETWORK ENCRYPTION, DATA CONDITIONING, AND PREDICTION ENGINE	15786540	10/17/17	N/A	N/A
PREDICTING THE EFFECT OF INCENTIVE PROGRAMS	14271200	5/6/14	N/A	N/A