

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6122140

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AMI HOLDINGS LIMITED	05/22/2020
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A.
Street Address:	388 GREENWICH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16175372
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	+1 (617) 368-2170
Email:	jhr@fr.com
Correspondent Name:	JEFFREY J. BARCLAY
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	47182-0019001
NAME OF SUBMITTER:	JEFFREY J. BARCLAY
SIGNATURE:	/Jeffrey J. Barclay/
DATE SIGNED:	05/26/2020
Total Attachments: 5	
source=Patent Security Agreement (US Patent Application 16_175372 - F&R 47182-0019001)[1]#page1.tif	
source=Patent Security Agreement (US Patent Application 16_175372 - F&R 47182-0019001)[1]#page2.tif	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT Patent Security Agreement, dated as of May 22, 2020, by AMI Holdings Limited (“**Grantor**”), in favor of Citibank, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Security Agreement dated as of January 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is 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 Grantor hereby agrees 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. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under:

(a) All issued and applied for Patents of such Grantor listed on Schedule I attached hereto (the “**Pledged Patents**”).

SECTION 3. The Security 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 Security Agreement, which is incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor for any out-of-pocket expenses, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

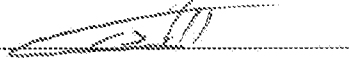
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Patent Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

AMI HOLDINGS LIMITED

By: _____


Name: Idan Wallichman

Title: Director

[Signature Page to Patent Security Agreement]

CITIBANK, N.A., as Collateral Agent

By:  _____
Name: Scott Sartorius
Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 052751 FRAME: 0124

Schedule I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

United States Patent Application Serial Number 16/175,372