

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6200807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BECO, LLC	08/30/2019
SENTRY CENTERS HOLDINGS LLC	08/30/2019
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BDC, INC., AS ADMINISTRATIVE AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8742686
Patent Number:	9398422
Patent Number:	9872153
Patent Number:	D779347
Application Number:	16172526
Application Number:	14291468
Application Number:	15721944
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:	3127018637
Email:	IPDocket@mayerbrown.com
Correspondent Name:	WILLIAM R. SIEGEL, MAYER BROWN LLP
Address Line 1:	71 S. WACKER DRIVE
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	19623810
NAME OF SUBMITTER:	WILLIAM R. SIEGEL
SIGNATURE:	/william r siegel/

DATE SIGNED:	07/15/2020
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=12. Patent Security Agreement (736588639_1)#page1.tif source=12. Patent Security Agreement (736588639_1)#page2.tif source=12. Patent Security Agreement (736588639_1)#page3.tif source=12. Patent Security Agreement (736588639_1)#page4.tif source=12. Patent Security Agreement (736588639_1)#page5.tif source=12. Patent Security Agreement (736588639_1)#page6.tif source=12. Patent Security Agreement (736588639_1)#page7.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 30, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Patent Security Agreement”), is made by each of the signatories party hereto (each, a “Grantor” and, together, the “Grantors”), in favor of Goldman Sachs BDC, Inc., as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”), for all of the Secured Parties under the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement referred to below.

WHEREAS, the Grantors own the patents and patent applications listed on Schedule 1 annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among SENTRY CENTERS HOLDINGS LLC, a Delaware limited liability company, CONVENE 237 PARK AVENUE, LLC, a Delaware limited liability company, as borrower representative (in its individual capacity, “Convene 237 Park Avenue”), as borrower representative, the other borrowers party thereto from time to time (collectively with Convene 237 Park Avenue, the “Borrowers”), the financial institutions from time to time party thereto (collectively, the “Lenders”), Agent and BARCLAYS BANK PLC, as Revolving Agent, the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Borrowers and the other Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, the Borrowers and the Grantors entered into that certain Guarantee and Collateral Agreement, dated as of August 30, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), pursuant to which the Grantors granted to the Agent, as agent for the Secured Parties, a continuing security interest in, among other Collateral, the Patents of the Grantors and agreed to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and any other appropriate Governmental Authorities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

Section 1. Incorporation of Collateral Agreement and Credit Agreement. This Patent Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement. The Credit Agreement and the Collateral Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Patent Security

Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

Section 2. Grant of Security Interest in Patent Collateral. To secure the prompt and complete payment and performance of the Secured Obligations, each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- a) all of its Patents and all Patent Applications included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- b) all reissues, continuations or extensions of the foregoing;
- c) all goodwill of the business connected with the use of, and symbolized by, each such Patent; and
- d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Property.

Section 3. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and Patent Applications subject to a security interest hereunder.

Section 4. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Collateral Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this Patent Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantors hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the applicable Grantor. At the request of any Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantors such documents as the Grantors reasonably request to evidence such termination.

Section 5. Binding Effect. This Patent Security Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Agent and its successors and assigns.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 7. Counterparts. This Patent Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

BECO, LLC, as Grantor

By: Andrew Webb

Name: Andrew Webb

Title: Chief Financial Officer

SENTRY CENTERS HOLDINGS LLC, as
Grantor

By: Andrew Webb

Name: Andrew Webb

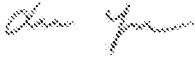
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ACKNOWLEDGED AND AGREED

as of the date first above written:

GOLDMAN SACHS BDC, INC., as Agent



By: _____

Name: David Yu

Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

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PATENT
REEL: 053212 FRAME: 0907

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

PATENTS

<u>Grantor</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No. / Pub. No.</u>	<u>Issue Date/ Pub. Date</u>	<u>Title</u>
BECO, LLC	12236784	9/24/2008	8742686	6/3/2014	SYSTEMS AND METHODS FOR PROVIDING AN OEM LEVEL NETWORKED LIGHTING SYSTEM
BECO, LLC	14819023	8/5/2015	9398422	7/19/2016	SYSTEMS, METHODS AND APPARATUS FOR LIGHT ENABLED INDOOR POSITIONING AND REPORTING
BECO, LLC	15210144	7/14/2016	9872153	1/16/2018	SYSTEMS, METHODS AND APPARATUS FOR LIGHT ENABLED INDOOR POSITIONING AND REPORTING
BECO, LLC	29535325	8/5/2015	D779347	2/21/2017	LIGHT ENABLED TRACKING DEVICE

PATENT APPLICATIONS

<u>Grantor</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No. / Pub. No.</u>	<u>Issue Date/ Pub. Date</u>	<u>Title</u>
SENTRY CENTERS HOLDINGS LLC	16172526	10/26/2018			SYSTEMS AND METHOD FOR BEACON INTEGRATED WITH DISPLAYS
BECO, LLC	14291468	5/30/2014			SYSTEMS AND METHODS FOR PROVIDING AN OEM LEVEL NETWORKED

<u>Grantor</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Patent No. / Pub. No.</u>	<u>Issue Date/ Pub. Date</u>	<u>Title</u>
					SYSTEM
BECO, LLC	15721944	10/1/2017			SYSTEMS, METHODS AND APPARATUS FOR LIGHT ENABLED INDOOR POSITIONING AND REPORTING