506283784 10/01/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6330532

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (ABL)	

CONVEYING PARTY DATA

Name	Execution Date
ACADEMI TRAINING CENTER, LLC	09/30/2020

RECEIVING PARTY DATA

Name:	ENCINA BUSINESS CREDIT, LLC
Street Address:	123 N WACKER SUITE 2400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7052012
Patent Number:	6808177

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1272377 PAT
NAME OF SUBMITTER:	JANET S. WAMSLEY
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	10/01/2020

Total Attachments: 5

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PATENT 506283784 REEL: 053964 FRAME: 0169

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Notice of Grant of Security Interest in Patents (ABL)

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of September 30, 2020 (this "Notice"), made by ACADEMI TRAINING CENTER, LLC, a Delaware limited liability company (the "Pledgor"), in favor of ENCINA BUSINESS CREDIT, LLC, as Agent (as defined below).

Reference is made to the Loan and Security Agreement, dated as of September 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among NEW CONSTELLIS BORROWER, LLC, a Delaware limited liability company and the other Borrowers party thereto (each a "Borrower" and collectively, the "Borrowers"), NEW CONSTELLIS INTERMEDIATE LLC, a Delaware limited liability company and the other Loan Party Obligors party thereto from time to time, the Lenders party thereto from time to time and ENCINA BUSINESS CREDIT, LLC, as agent (together with its successors and assigns in such capacity, the "Agent") for the Lenders (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Obligations, the Pledgor pursuant to the Loan Agreement did, and hereby does, assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Lenders, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Collateral, the "Patent Collateral"):

all Patents of the United States of America, including those listed on Schedule I.

SECTION 3. Loan Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

ACADEMI TRAINING CENTER, LLC

Name: Gearoid Moore

Title: Secretary

ENCINA BUSINESS CREDIT, LLC, as Agent,

By:

Name: Daniel Ross
Title: Director

Schedule I to Notice of Grant of Security Interest (ABL) in Patents

Patents Owned by ACADEMI Training Center, LLC

U.S. Patent Registrations

<u>Title</u>	Patent No.	Issue Date
Target System	7052012	05/30/2006
Target System	6808177	10/26/2004

2646839.2

RECORDED: 10/01/2020