### 506318116 10/23/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6364867

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date	
RE FORMSNET, LLC	10/23/2020	

### **RECEIVING PARTY DATA**

Name:	SENIOR CREDIT (UWF) LLC	
Street Address:	200 WEST STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10282	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	10454906
Application Number:	16655081

### **CORRESPONDENCE DATA**

**Fax Number:** (310)557-2193

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:** 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	32868.115
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/23/2020

### **Total Attachments: 5**

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# GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "<u>Agreement</u>"), dated as of October 23, 2020, is made by RE FORMSNET, LLC, a Delaware limited liability company, ("<u>Grantor</u>"), in favor of Senior Credit (UWF) LLC, as collateral agent (in such capacity, the "<u>Agent</u>") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among HOWLCO MIDCO LP ("<u>Holdings</u>"), HOWLCO LLC (the "<u>U.S. Borrower</u>"), the other borrowers party thereto, the lending institutions from time to time parties thereto (each a "<u>Lender</u>" and, collectively, the "<u>Lenders</u>") and Senior Credit (UWF) LLC, as collateral agent (in such capacity, together with its successors and assigns, the "<u>Collateral Agent</u>") for the benefit of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor and any Subsidiaries that become a party thereto, have executed and delivered the U.S. Security Agreement, dated as of October 23, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Parent Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
- 2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.
- 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, if applicable. The security interest granted hereby has

PATENT REEL: 054147 FRAME: 0096 been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

- 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
- 6. <u>GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY,</u> AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RE FORMSNET, LLC, as the Grantor

Name: Robert Crocker

Title: Chief Financial Officer

# SENIOR CREDIT (UWF) LLC,

as the Collateral Agent

By: \_\_\_\_\_

du for

Name: David Yu

Title: Authorized Signatory

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## **SCHEDULE A**

## U.S. Patents and Applications

Title	Jurisdiction	Application No. / Filing Date	Patent No. / Issue Date	Status	Current Owner of Record
Systems and methods for encryption and authentication	U.S.	16/263,815 31-Jan-2019	10454906 22-Oct-2019	Granted	RE FormsNet, LLC
Systems and methods for encryption and authentication	U.S.	16/655,081 16-Oct-2019		Pending (Unpublished)	RE FormsNet, LLC

## **Canadian Patents and Applications**

OWNER	TITLE	APPLICATION NO. / FILING DATE	PATENT NO. / ISSUE DATE	STATUS
RE	Systems and methods for	CA 3070109		Pending
FormsNet,	encryption and	28-Jan-2020		
LLC	authentication			

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**RECORDED: 10/23/2020**