

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6377958

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COMMAND ALKON INCORPORATED	10/30/2020
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16236683
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:	2129061209
Email:	JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA
Address Line 1:	885 THIRD AVE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	049646-0418
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	10/30/2020
Total Attachments: 5	
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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “*Agreement*”), effective as of October 30, 2020 is made by the person signatory hereto or hereafter made a party hereto (the “*Grantor*”), in favor of ARES CAPITAL CORPORATION, as collateral agent acting for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

WHEREAS, the Grantor is party to the U.S. Security Pledge Agreement, dated as of April 23, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”) pursuant to which the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution and delivery of this Agreement for recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them (including by reference) in the Security Pledge Agreement.

SECTION 2: Grant of Security Interest. The Grantor hereby grants, pledges, mortgages, charges, assigns by way of security interest and collaterally assigns to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right title or interest, other than Excluded Property: (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule A hereto, (b) all applications for letters patent of the United States or any other country and all divisionals, continuations, continuations-in-part, and re-examinations thereof, including, without limitation, any of the foregoing referred to in Schedule A hereto, (c) all rights to obtain any reissues or extensions of and improvements on the foregoing, (d) all income, royalties, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, and (e) all of the Grantor’s rights corresponding to any of the foregoing throughout the world (collectively, the “*Patent Collateral*”), 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.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 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.

[Signature Pages Follow]

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.

COMMAND ALKON INCORPORATED,
as the Grantor

By: 

Name: Emily Branum

Title: Chief Legal Officer & Secretary

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 054226 FRAME: 0080

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 

Name: M. Kort Schnabel

Title: Partner

SCHEDULE A

U.S. Patents and Applications

Grantor	Patent	Application No.	Application Date	Registration No.	Registration Date
Command Alkon Incorporated ¹	Automated load and unload detection system for bulk material hauler vehicles	16/236683	31-Dec-2018	—	—

¹ Pending ownership assignment with USPTO from Trimble Inc. to Command Alkon Incorporated.