### 506359569 11/17/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6406324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
OPTCONNECT MANAGEMENT, LLC	10/27/2020

#### **RECEIVING PARTY DATA**

Name:	NXT CAPITAL, LLC, AS AGENT		
Street Address:	191 N. WACKER DR., 30TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	10623975

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)863-7867

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:** 3128637267

**Email:** jaclyn.di.grande@goldbergkohn.com **Correspondent Name:** JACLYN DI GRANDE - PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 E MONROE ST., STE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.261
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	11/17/2020

#### **Total Attachments: 3**

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PATENT 506359569 REEL: 054395 FRAME: 0663

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "<u>Agreement</u>") made as of this 27<sup>th</sup> day of October, 2020, by OPTCONNECT MANAGEMENT, LLC, a limited liability company ("<u>Grantor</u>"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "<u>Grantee</u>"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of December 7, 2017 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of December 7, 2017 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "<u>Patent Collateral</u>"), whether now owned or existing and hereafter created, acquired or arising (in each case, excluding any Excluded Property):
  - (i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and
  - (ii) all products, royalties and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

PATENT REEL: 054395 FRAME: 0664 IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OPTCONNECT MANAGEMENT, LLC

Agreed and Accepted As of the Date First Written Above

NXT CAPITAL, LLC,

as Agent

By Jeff White

Its Vice President

# SCHEDULE 1

# **PATENTS**

Owner of Record	Title	Jurisdiction	Application No.; App. Date	Patent No.; Issue Date
OPTCONNECT	ELECTRONICS	US	16406944;	10623975;
MANAGEMENT,	PROVIDING			
LLC	MONITORING		05/08/2019	04/14/2020
	CAPABILITY			

**RECORDED: 11/17/2020** 

PATENT REEL: 054395 FRAME: 0666