

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6430860

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VOICE COM, LLC	12/02/2020
RECEIVING PARTY DATA	
Name:	GRAYCLIFF MEZZANINE III LP
Street Address:	500 FIFTH AVENUE
Internal Address:	47TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10110
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D784267
Patent Number:	10035636
Patent Number:	10277060
Patent Number:	D887352
Application Number:	16659725
Application Number:	29711425
CORRESPONDENCE DATA	
Fax Number:	(612)340-8827
<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:	16123402600
Email:	page.stephanie@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	50 SOUTH SIXTH STREET, SUITE 1500
Address Line 2:	INTELLECTUAL PROPERTY PRACTICE GROUP
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-1498
ATTORNEY DOCKET NUMBER:	GRAYCLIFF MEZZANINE
NAME OF SUBMITTER:	STEPHANIE PAGE
SIGNATURE:	/Stephanie Page/
DATE SIGNED:	12/03/2020

PATENT

Total Attachments: 3

source=Executed Graycliff_Voice_Comm_Grant_of_Security_Interest#page1.tif

source=Executed Graycliff_Voice_Comm_Grant_of_Security_Interest#page2.tif

source=Executed Graycliff_Voice_Comm_Grant_of_Security_Interest#page3.tif

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 2, 2020 BY AND AMONG STERLING NATIONAL BANK, THE SUBORDINATED CREDITORS PARTY THERETO, GRAYCLIFF MEZZANINE III LP AS AGENT ON BEHALF OF THE SUBORDINATED CREDITORS, AND VOICE COMM, LLC (AS AMENDED IN ACCORDANCE WITH ITS TERMS) AND EACH PARTY TO THIS INSTRUMENT AGREES TO BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AND INTERCREDITOR AGREEMENT.

GRANT OF SECURITY INTEREST (PATENTS)

The undersigned, **VOICE COMM, LLC**, a Delaware limited liability company (the “*Grantor*”), is obligated to **GRAYCLIFF MEZZANINE III LP** (the “*Secured Party*”), as agent for Lenders (as defined under the Loan Agreement referenced below) pursuant to that certain Term Loan and Security Agreement dated as of December 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), by and among the Grantor, certain of Grantor’s affiliates, lenders from time to time party thereto and the Secured Party.

Pursuant to the Loan Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the patents listed on Schedule 1, which patents are registered or pending registration in the United States Patent and Trademark Office, together with all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use or sell the inventions disclosed or claimed therein (the “*Patents*”), all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, and any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the “*Collateral*”), to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Loan Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party’s address is: 500 Fifth Avenue, 47th Floor, New York, New York 10110.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Patents) to be duly executed by its duly authorized officer as of the second day of December, 2020.

VOICE COMM, LLC

By: *Derek Weiss*
Name: Derek Weiss
Title: Chief Executive Officer

(Signature Page to Grant of Patent Security Interest – Voice Comm, LLC(Graycliff))

**SCHEDULE 1
TO
GRANT OF SECURITY INTEREST (PATENTS)
BY
VOICE COMM, LLC**

Dated as of December 2, 2020

Patents:

<u>Title</u>	<u>Patent No.</u>	<u>Status</u>
Cable Braiding and Strain Relief	D784267	Registered
Framed Display Packaging for a Product	10035636	Registered
Inductive Wireless Charging Station	10277060	Registered
Dual Charger for Simultaneous Charging of Consumer Electronic Devices	D887,352	Registered

Patent Applications:

<u>Title</u>	<u>Filing Date</u>	<u>Status</u>
Wireless Charger with Integrated Cable Reel	10/22/2019	Pending
Dual Charger with Separable Base for Simultaneous Charging of Consumer Electronic Devices	10/22/2019	Pending