

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6523174

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRIFECTA MULTIMEDIA, LLC	01/29/2021
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9449520
Application Number:	16894632
Application Number:	62858257
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<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>	
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Address Line 2:	C/O KIMBERLEY A. LATHROP
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	53478.001
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	01/29/2021
Total Attachments: 6	
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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of January 29, 2021, is made by Trifecta Multimedia, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Wilmington Trust, National Association, as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of January 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

I. TERMS. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN OR GIVEN BY REFERENCE IN THE SECURITY AGREEMENT.

II. GRANT OF SECURITY. AS SECURITY FOR THE PAYMENT OR PERFORMANCE, AS THE CASE MAY BE, IN FULL OF THE SECURED OBLIGATIONS, THE GRANTOR HEREBY GRANTS TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, A SECURITY INTEREST (THE “SECURITY INTEREST”) IN ALL OF SUCH GRANTOR’S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE PATENTS AND PATENT APPLICATIONS SET FORTH ON SCHEDULE A ATTACHED HERETO, TOGETHER WITH (A) ALL REISSUES, REEXAMINATIONS, DIVISIONS, CONTINUATIONS, RENEWALS, EXTENSIONS AND CONTINUATIONS-IN-PART THEREOF, (B) ALL INVENTIONS OR DESIGNS CLAIMED THEREIN, (C) ALL INCOME, FEES, ROYALTIES, DAMAGES, CLAIMS AND PAYMENTS NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO, INCLUDING DAMAGES AND PAYMENTS FOR PAST, PRESENT OR FUTURE INFRINGEMENTS THEREOF, (D) THE RIGHT TO SUE FOR PAST, PRESENT AND FUTURE INFRINGEMENTS THEREOF, AND (E) ALL OTHER RIGHTS OF ANY KIND ACCRUING THEREUNDER OR PERTAINING THERETO THROUGHOUT THE WORLD (THE “PATENT COLLATERAL”); PROVIDED THAT “PATENT COLLATERAL” SHALL NOT INCLUDE AND THE SECURITY INTEREST SHALL NOT ATTACH TO ANY EXCLUDED ASSETS AS PROVIDED UNDER THE SECURITY AGREEMENT.

III. RECORDATION. THE GRANTOR AUTHORIZES AND REQUESTS THAT THE COMMISSIONER FOR PATENTS RECORD THIS PATENT SECURITY AGREEMENT WITH THE U.S. PATENT AND TRADEMARK OFFICE.

IV. EXECUTION IN COUNTERPARTS. THIS PATENT SECURITY AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH WHEN SO EXECUTED SHALL BE DEEMED TO BE AN ORIGINAL AND ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. DELIVERY OF AN EXECUTED SIGNATURE PAGE TO THIS PATENT SECURITY AGREEMENT BY FACSIMILE OR ELECTRONIC (INCLUDING .PDF OR .TIF FILE) TRANSMISSION SHALL BE AS EFFECTIVE AS DELIVERY OF A MANUALLY SIGNED COUNTERPART OF THIS PATENT SECURITY AGREEMENT.

V. SECURITY AGREEMENT. THIS PATENT SECURITY AGREEMENT HAS BEEN ENTERED INTO IN CONJUNCTION WITH THE PROVISIONS OF THE SECURITY AGREEMENT. THE GRANTOR DOES HEREBY ACKNOWLEDGE AND CONFIRM THAT THE GRANT OF THE SECURITY INTEREST HEREUNDER TO, AND THE RIGHTS AND REMEDIES OF, THE COLLATERAL AGENT WITH RESPECT TO THE PATENT COLLATERAL ARE MORE FULLY SET FORTH IN THE SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. IN THE EVENT THAT ANY PROVISION OF THIS PATENT SECURITY AGREEMENT IS DEEMED TO CONFLICT WITH THE SECURITY AGREEMENT, THE PROVISIONS OF THE SECURITY AGREEMENT SHALL CONTROL.

VI. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

VII. INTERCREDITOR AGREEMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY

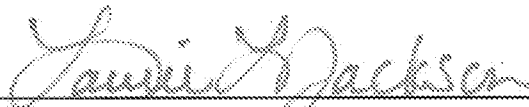
APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

VIII. WILMINGTON TRUST, NATIONAL ASSOCIATION IS ACTING UNDER THIS SUPPLEMENT SOLELY IN ITS CAPACITY AS COLLATERAL AGENT UNDER THE CREDIT AGREEMENT AND NOT IN ITS INDIVIDUAL CAPACITY. IN ACTING HEREUNDER, THE COLLATERAL AGENT SHALL BE ENTITLED TO ALL OF THE RIGHTS, PRIVILEGES AND IMMUNITIES GRANTED TO IT UNDER THE CREDIT AGREEMENT, AS IF SUCH RIGHTS, PRIVILEGES AND IMMUNITIES WERE SET FORTH HEREIN.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

TRIFECTA MULTIMEDIA, LLC

By: 
Name: Laurie Jackson
Title: Vice President and Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 055074 FRAME: 0226

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: 
Name: Andrew Lennon
Title: Assistant Vice President

SCHEDULE A

Patent	App./Pat. No.	Reg/ App. Date	Jurisdiction	Inventor	Owner
System and Method for Verifying Viewing of Multimedia Rendering of Investigator Meeting Prefatory to Clinical Trial Participation	App. No. 12/449791 Patent No. 9,449,520	Filed 08/26/2009 Issued: 09/20/2016	USA	Alden Meier Dave Young Ed Sahakian	Trifecta Multimedia, LLC (by assignment)
System and Method for Reducing Training for Staff Qualification	App. No. US2020/036488	Filed 06/05/2020	USA		Trifecta Multimedia, LLC
System and Method for Reducing Training for Staff Qualification	App. No. 16/894,632	Filed 06/05/2020	USA	Dave Young Amanda Steenbergen Michael Demo	Trifecta Multimedia, LLC
System and Method for Reducing Training for Staff Qualification	App. No. 62/858,257	Filed 06/06/2019	USA	Dave Young Amanda Steenbergen Michael Demo	Trifecta Multimedia, LLC

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