

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6524479

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EARTH NETWORKS, INC.	01/29/2021
DAVIS INSTRUMENTS CORPORATION	01/29/2021
VIEUX & ASSOCIATES, INC.	01/29/2021

RECEIVING PARTY DATA

Name:	KAYNE SENIOR CREDIT IV LOANCO, LLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	150 N. RIVERSIDE PLAZA, SUITE 2010
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	7136756
Patent Number:	D729641
Patent Number:	D758895
Patent Number:	D817789
Patent Number:	9091596
Patent Number:	D808765
Patent Number:	D842070
Patent Number:	6832141
Patent Number:	6629029
Patent Number:	7814145
Patent Number:	7831993
Patent Number:	8275548
Patent Number:	8655951
Patent Number:	9547987
Patent Number:	8836518
Patent Number:	9810811
Patent Number:	9448214
Patent Number:	9891345

PATENT

Property Type	Number
Patent Number:	10877180
Application Number:	15267110
Application Number:	15968658
Application Number:	16919720

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: WILLIAM R. SIEGEL, MAYER BROWN LLP

Address Line 1: 71 S. WACKER DRIVE

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	21669917
NAME OF SUBMITTER:	WILLIAM R. SIEGEL
SIGNATURE:	/william r siegel/
DATE SIGNED:	01/29/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 29, 2021 (this "Agreement"), is made by **EARTH NETWORKS, INC.** ("Earth Networks"), **DAVIS INSTRUMENTS CORPORATION** ("Davis") and **VIEUX & ASSOCIATES, INC.** ("Vieux") (each a "Grantor" and, collectively, the "Grantors"), in favor of **KAYNE SENIOR CREDIT IV LOANCO, LLC**, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **ADVANCED ENVIRONMENTAL MONITORING ACQUISITION, INC.**, a Delaware corporation ("Holdings"), **ADVANCED ENVIRONMENTAL MONITORING INTERMEDIATE, INC.**, a Delaware corporation (and together with any Subsidiary designated as a Borrower, are referred to hereinafter each individually as a "Borrower", and individually and collectively, as the "Borrowers"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and **KAYNE SENIOR CREDIT IV LOANCO, LLC**, as Agent for the Lenders, whereas the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Credit Agreement to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to that certain Security Agreement dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, and hypothecates to Agent for the benefit of the Secured Parties, and grants to the 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 the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

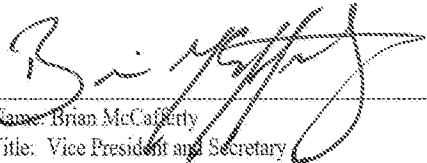
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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

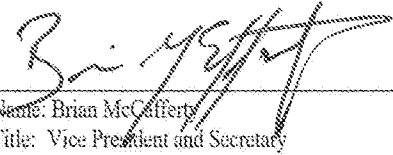
Very truly yours,

GRANTORS:

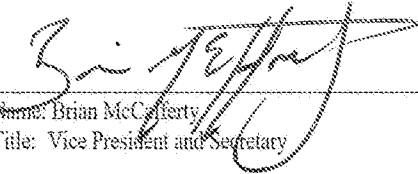
VIEUX & ASSOCIATES, INC., an Oklahoma corporation
as Grantor

By: 
Name: Brian McCafferty
Title: Vice President and Secretary

DAVIS INSTRUMENTS CORPORATION, a California
corporation

By: 
Name: Brian McCafferty
Title: Vice President and Secretary

EARTH NETWORKS, INC., a Delaware corporation

By: 
Name: Brian McCafferty
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

KAYNE SENIOR CREDIT IV LOANCO, LLC, as Agent

By: _____

Name: Doug Goodwillie

Title: Authorized Signatory

Signature Page to Patent Security Agreement

PATENT
REEL: 055083 FRAME: 0156

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Loan Party	Title	Jurisdiction	Registration Number	Registration Date
Vieux & Associates, Inc.	Method for determining runoff	U.S.	7,136,756	November 14, 2006
Davis Instruments Corporation	Cone and debris screen for a rain gauge	U.S.	D729,641	May 19, 2015
Davis Instruments Corporation	Cone and debris screen for a rain gauge	U.S.	D758,895	June 14, 2016
Davis Instruments Corporation	Cone and debris screen for a rain gauge	U.S.	D817,789	May 15, 2018
Davis Instruments Corporation	UV irradiance sensor with improved cosine response	U.S.	9,091,596	July 28, 2015
Davis Instruments Corporation	Multitool	U.S.	D808,765	January 30, 2018
Davis Instruments Corporation	Multitool	U.S.	D842,070	March 5, 2019
Davis Instruments Corporation	Module for monitoring vehicle operation through onboard diagnostic port	U.S.	6,832,141	December 14, 2004
Davis Instruments Corporation	Multi-purpose plug-in monitor for vehicles	U.S.	6,629,029	September 30, 2003
Earth Networks, Inc.	System, Method, Apparatus, and Computer Media for Distributing Targeted Alerts (ENW-011)	U.S.	7,814,145	October 12, 2010
Earth Networks, Inc.	On-line Data Distribution and Broadcast System (ENW-012)	U.S.	7,831,993	November 9, 2010
Earth Networks, Inc.	Method and Apparatus for Detecting Lightning Activity (ENW-001)	U.S.	8,275,548	September 25, 2012
Earth Networks, Inc.	Method and Apparatus for Conveying Vehicle Driving	U.S.	8,655,951	February 18, 2014

Loan Party	Title	Jurisdiction	Registration Number	Registration Date
Earth Networks, Inc.	Information (ENW-002)	U.S.	9,547,987	January 17, 2017
Earth Networks, Inc.	Method and Apparatus for Conveying Vehicle Driving Information (ENW-002C1)	U.S.		
Earth Networks, Inc.	Predicting the Potential for Severe Weather (ENW-004)	U.S.	8,836,518	September 16, 2014
Earth Networks, Inc.	Predicting the Potential for Severe Weather (ENW-004C1)	U.S.	9,810,811	November 7, 2017
Earth Networks, Inc.	Network for Measuring Greenhouse Gas in the Atmosphere (ENW-006)	U.S.	9,448,214	September 20, 2016
Earth Networks, Inc.	Using Lightning Data to Generate Proxy Reflectivity Data (ENW-007)	U.S.	9,891,345	February 13, 2018
Earth Networks, Inc.	Using Lightning Data to Generate Proxy Reflectivity Data (ENW-007C1)	U.S.	10,877,180	December 29, 2020

2. PATENT APPLICATIONS

Loan Party	Title	Jurisdiction	Application Number	Application Date
Earth Networks, Inc.	Network for Measuring Greenhouse Gas in the Atmosphere (ENW-006C1)	U.S.	15/267,110	September 15, 2016
Earth Networks, Inc.	System and Method for Satellite Optical Ground Radio Hybrid Lightning Location (ENW-009)	U.S.	15/968,658	May 1, 2018
Earth Networks, Inc.	Antenna For Use With Lightning Detection Sensor	U.S.	16/919,720	July 2, 2020