# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6562715

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
OPTIMIM LLC	02/22/2021
SIGNICAST LLC	02/22/2021

## **RECEIVING PARTY DATA**

Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 DELAWARE AVENUE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	
Patent Number:	7882601	
Application Number:	13184714	
Patent Number:	10010930	

## **CORRESPONDENCE DATA**

**Fax Number:** (949)475-4754

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:** 949-451-3800

Email: skann@gibsondunn.com
Correspondent Name: STEPHANIE KANN

Address Line 1: 3161 MICHELSON DRIVE

Address Line 2: GIBSON, DUNN & CRUTCHER LLP

Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06415-00001
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	/stephanie kann/
DATE SIGNED:	02/22/2021

## **Total Attachments: 5**

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#### PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**"), dated as of February 22, 2021, is made by the Grantors (as identified below), in favor of Wilmington Savings Fund Society, FSB, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Collateral Agent**").

WHEREAS, Optimim LLC, a Delaware limited liability company and Signicast LLC, a Delaware limited liability company (each, a "Grantor"), own the Patent Collateral (as defined below);

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of February 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Patent Collateral and is required to execute and deliver this Patent Security Agreement (the "Agreement").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

- **NOW**, **THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Patent Collateral**"):
- (i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and rights, title and interests in patents and patent applications under any domestic law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto);
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral; and
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. All the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPTIMIM LLC SIGNICAST LLC

By: \_\_\_

Name: Adrian Murphy

Title: Chief Financial Officer

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Accepted and Agreed: WILMINGTON SAVINGS FUND SOCIETY, FSB, as the Collateral Agent By: Name: Raye Goldsborough

Title: Assistant Vice President

# $\frac{\text{SCHEDULE A}}{\text{TO}}$ PATENT SECURITY AGREEMENT

# **US Patents Issued:**

No.	Title	Application No.	Filing Date	Patent No.	Issue Date	Current Owner of Record
1.	SNAP CLIP LUG	11854931	Sep 13, 2007	7882601	Feb 8, 2011	Optimim LLC
2.	STAINLESS STEEL ALLOY	13184714	Jul 18, 2011			Optimim LLC
3.	WAX MOLD FOR INVESTMENT CASTING AND METHOD OF ASSEMBLING A WAX MOLD	15379668	Dec 15, 2016	10010930	Jul 3, 2018	Signicast LLC

# **US Patents Pending:**

**RECORDED: 02/22/2021** 

None.

PATENT REEL: 055350 FRAME: 0805