

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6563265

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FINELINE TECHNOLOGIES, INC.	02/22/2021
DATA2 INCORPORATED	02/22/2021
RECEIVING PARTY DATA	
Name:	BAIN CAPITAL CREDIT, LP, AS COLLATERAL AGENT
Street Address:	200 CLARENDON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6733879
Patent Number:	10621485
Patent Number:	10882264
Patent Number:	D880414
Application Number:	16812906
Application Number:	16452722
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE, 23RD FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	66478 / 245
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	02/22/2021

PATENT

Total Attachments: 6

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SECOND LIEN PATENT SECURITY AGREEMENT

Second Lien Patent Security Agreement, dated as of February 22, 2021 by FineLine Technologies, Inc. a Georgia corporation and DATA2 Incorporated, a Missouri corporation (each a “**Grantor**”), in favor of Bain Capital Credit, LP, in its capacity as collateral agent pursuant to the Second Lien Credit and Guaranty Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Pledge and 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**”) in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (in and a continuing Lien on, all right, title or interest in or to any and all of the following Collateral (excluding any Excluded Assets) of each Grantor:

(a) all issued Patents and pending applications for Patents, in any worldwide jurisdiction, of each Grantor (now owned or hereafter acquired), including those listed on Schedule I attached hereto;

(b) all income, fees, royalties, damages, claims and payments then or thereafter due and/or payable to any Grantor with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof; and

(c) all rights to sue for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute,

acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

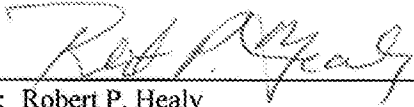
SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

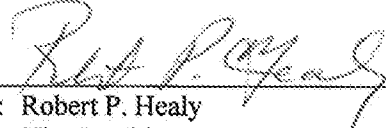
(b) Each party to this Second Lien Patent Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Patent Security Agreement will affect the right of any party to this Patent Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

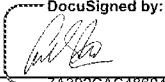
FINELINE TECHNOLOGIES, INC., as Grantor

By: 
Name: Robert P. Healy
Title: President

DATA2 INCORPORATED, as Grantor

By: 
Name: Robert P. Healy
Title: Vice President

BAIN CAPITAL CREDIT, LP,
as Collateral Agent

By:  _____
7A392CAC48E0442

Name: Andrew S. Viens

Title: Managing Director & Global Head of Operations

**Schedule I
Patents and Patent Applications**

Issued Patents:

OWNER	PATENT NUMBER	PATENT
DATA2 Incorporated	6733879	Adhesive Backed Label and Process for Producing the Same
FineLine Technologies, Inc.	10621485	RFID MESH LABEL, TIRE HAVING RFID MESH LABEL INTEGRALLY INCORPORATED THEREIN, AND METHODS OF MAKING
FineLine Technologies, Inc.	WO 2020/118288	SYSTEMS AND METHODS FOR MAINTAINING AUTOMATED QUALITY CONTROL DURING TIRE MANUFACTURE USING SPECIALIZED RFID TAGS
FineLine Technologies, Inc.	WO 2020/097340	RFID BEAD LABEL DEVICES CAPABLE OF WITHSTANDING AND MAINTAINING RFID OPERABILITY FOR IDENTIFICATION PURPOSES DURING AND POST-VULCANIZATION OF RUBBER ARTICLES
FineLine Technologies, Inc.	10882264	RFID tire plug and method of installing the same in a manufactured tire
FineLine Technologies, Inc.	D880414	RFID tire plug

Patent Applications:

OWNER	APPLICATION NUMBER	PATENT

FineLine Technologies, Inc.	16812906	RFID MESH LABEL, TIRE HAVING RFID MESH LABEL INTEGRALLY INCORPORATED THEREIN, AND METHODS OF MAKING
FineLine Technologies, Inc.	16452722	IDENTIFICATION BADGE HAVING AN RFID LABEL SELECTIVELY POSITIONED THEREIN