

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6581161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
INFINITE ELECTRONICS INTERNATIONAL, INC.	03/02/2021

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	10651523
Patent Number:	7082022
Patent Number:	8976500
Patent Number:	8730640
Patent Number:	9048662
Patent Number:	8432693
Patent Number:	8441795
Patent Number:	8857459
Patent Number:	10354783
Patent Number:	9924609
Patent Number:	10588236
Patent Number:	8400760
Patent Number:	D756626
Patent Number:	D793074
Patent Number:	10193335
Patent Number:	9054514
Patent Number:	8456791
Patent Number:	6785110
Patent Number:	8993887

PATENT

Property Type	Number
Patent Number:	9190837
Patent Number:	10129993
Patent Number:	8179656
Patent Number:	7944670
Patent Number:	8730637
Patent Number:	8027136
Patent Number:	8553386
Patent Number:	10334729
Patent Number:	9991697
Patent Number:	10356928
Application Number:	16837922

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.

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Email: ECarrera@cahill.com

Correspondent Name: ELAINE CARRERA

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Address Line 2: CAHILL GORDON & REINDEL

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	1335739 PAT F2
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/03/2021

Total Attachments: 6

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SECOND LIEN PATENT SECURITY AGREEMENT, dated as of March 2, 2021 (this “Agreement”), between INFINITE ELECTRONICS INTERNATIONAL, INC. (the “Grantor”) and JEFFERIES FINANCE LLC, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement, dated as of March 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among INFINITE HOLDCO LLC, a Delaware limited liability company (“Holdings”), INFINITE BIDCO LLC, a Delaware corporation (the “Borrower”), the Lenders party thereto and JEFFERIES FINANCE LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement, dated as of March 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”) among Holdings, the Borrower, the Grantors (as defined in the Second Lien Collateral Agreement) from time to time party thereto and the Second Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the Second Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Patent Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, 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 all Patents, including those listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. Second Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties (as defined in the First/Second Lien Intercreditor Agreement), including Liens and security interests granted to the First Lien Collateral Agent pursuant to the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement, if and to the extent applicable and/or in effect. In the event of any conflict between the terms of the First/Second Lien Intercreditor Agreement, the terms of the Second Lien Pari Passu Intercreditor Agreement and the terms of this Agreement, the terms of the First/Second Lien Intercreditor Agreement and the Second Lien Pari Passu Intercreditor Agreement shall govern, as applicable.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INFINITE ELECTRONICS INTERNATIONAL, INC., as Grantor

By: Scott Rosner
Name: Scott Rosner
Title: Chief Financial Officer,
Executive President of Finance
and Secretary

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 055526 FRAME: 0935

JEFFERIES FINANCE LLC, as Second Lien
Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

Schedule I

United States Issued and Applied-For Patents

Title	Record Owner	Patent No./Application No
A Waveguide Connector Assembly Having Bearings Engageable By A Movable Sleeve To Allow Or Prevent Axial Movement of the Connector Assembly, And An Antenna And A Polarizer, Respectively Formed Therefrom	Infinite Electronics International, Inc.	10651523
Circuit for diverting surges and transient impulses	Infinite Electronics International, Inc.	7082022
DC Block RF coaxial devices	Infinite Electronics International, Inc.	8976500
DC pass RF protector having a surge suppression module	Infinite Electronics International, Inc.	8730640
DC power surge protector	Infinite Electronics International, Inc.	9048662
High power band pass RF filter having a gas tube for surge suppression	Infinite Electronics International, Inc.	8432693
High power band pass RF filter having a gas tube for surge suppression	Infinite Electronics International, Inc.	8441795
Internally powered earthquake triggered and electrically controllable shutoff valve	Infinite Electronics International, Inc.	8857459
Mismatched MOV in a Surge Suppression Device	Infinite Electronics International, Inc.	10354783
Modular Protection Cabinet With Flexible Backplane	Infinite Electronics International, Inc.	9924609
Modular Protection Cabinet with Flexible Backplane	Infinite Electronics International, Inc.	10588236
Power distribution device	Infinite Electronics International, Inc.	8400760
Protective Case For Electronics (Design Patent)	Infinite Electronics International, Inc.	D756626
Protective Case For Electronics (Design Patent)	Infinite Electronics International, Inc.	D793074
Quick Connect Waveguide Adapter	Infinite Electronics International, Inc.	16/837922

Title	Record Owner	Patent No./Application No
Radio Frequency Surge Protector With Matched Piston-Cylinder Cavity Shape	Infinite Electronics International, Inc.	10193335
Reduced let through voltage transient protection or suppression circuit	Infinite Electronics International, Inc.	9054514
RF coaxial surge protectors with non-linear protection devices	Infinite Electronics International, Inc.	8456791
RF Surge Protection Device	Infinite Electronics International, Inc.	6785110
Right angle twisted pair connector	Infinite Electronics International, Inc.	8993887
Rigid flex electromagnetic pulse protection device	Infinite Electronics International, Inc.	9190837
Sealed Enclosure For Protecting Electronics	Infinite Electronics International, Inc.	10129993
Surge protection circuit for passing DC and RF signals	Infinite Electronics International, Inc.	8179656
Surge protection circuit for passing DC and RF signals	Infinite Electronics International, Inc.	7944670
Surge protection devices that fail as an open circuit	Infinite Electronics International, Inc.	8730637
Surge suppression device having one or more rings	Infinite Electronics International, Inc.	8027136
Surge suppression device having one or more rings	Infinite Electronics International, Inc.	8553386
Waveguide RF Filtering using Rigid-Flexible Substrate	Infinite Electronics International, Inc.	10334729
Fail open or fail short surge protector	Infinite Electronics International, Inc.	9991697
Modular protection cabinet with flexible backplane	Infinite Electronics International, Inc.	10356928