

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6596366

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
RAZBERI SECURE TECHNOLOGIES, LLC	03/11/2021
VANDERBILT, LLC	03/11/2021
COMMUNICATION NETWORKS, LLC	03/11/2021
ACRE OPERATING GROUP, LLC	03/11/2021
OPEN OPTIONS, LLC	03/11/2021

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	8922658
Patent Number:	9860490
Patent Number:	10157526
Patent Number:	10477158
Application Number:	16517326
Application Number:	16681606

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: 7045032608

Email: msheehan@kslaw.com

Correspondent Name: MOIRA SHEEHAN

Address Line 1: 300 SOUTH TRYON STREET, SUITE 1700

Address Line 2: ATTN: MOIRA SHEEHAN

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.515123
NAME OF SUBMITTER:	MOIRA SHEEHAN
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	03/11/2021

Total Attachments: 9

source=Project Huskies - IP Security Agreement - Executed#page1.tif
source=Project Huskies - IP Security Agreement - Executed#page2.tif
source=Project Huskies - IP Security Agreement - Executed#page3.tif
source=Project Huskies - IP Security Agreement - Executed#page4.tif
source=Project Huskies - IP Security Agreement - Executed#page5.tif
source=Project Huskies - IP Security Agreement - Executed#page6.tif
source=Project Huskies - IP Security Agreement - Executed#page7.tif
source=Project Huskies - IP Security Agreement - Executed#page8.tif
source=Project Huskies - IP Security Agreement - Executed#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated March 11, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Wilmington Trust, National Association, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Spitfire Intermediate LP, a Delaware limited partnership (“Holdings”), and Spitfire Parent, Inc., a Delaware corporation (the “Borrower”), have entered into the Credit Agreement dated as of March 9, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the making of L/C Credit Extensions by L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated March 11, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

Grant of Security. Each Grantor hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration

that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Execution in Counterparts. This IP 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. The words "execution," "execute", "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof 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.

Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law; Jurisdiction; Etc.

THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN ANY OTHER JURISDICTION, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

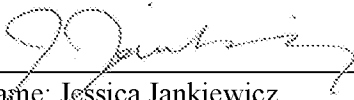
EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN THE IMMEDIATELY PRECEDING PARAGRAPH. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR

CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: 
Name: Jessica Jankiewicz
Title: Assistant Vice President

SCHEDULE A

PATENTS

1. **Issued Patents:**

Patent	Reg. No.	Reg. Date	Current Owner of Record
Network video recorder system	8922658	2014-12-30	Razberi Secure Technologies, LLC
Network video recorder system	9860490	2018-01-02	Razberi Secure Technologies, LLC
System and method for a security system	10157526	2018-12-18	Razberi Secure Technologies, LLC
System and method for a security system	10477158	2019-11-12	Razberi Secure Technologies, LLC

2. **Patent Applications:**

Patent	App. No.	App. Date	Current Owner of Record
SWITCH MONITORING SYSTEM AND METHOD OF USE	16517326	2019-07-19	Razberi Secure Technologies, LLC
SYSTEM AND METHOD FOR A SECURITY SYSTEM	16681606	2019-11-12	Razberi Secure Technologies, LLC

SCHEDULE B
TRADEMARKS

1. **Registered Trademarks:**

Mark	Serial No.	Regn. No.	Regn. Date	Owner
CAMERADEFENSE	87367126	5470858	2018-05-15	Razberi Secure Technologies, LLC
ENDPOINTDEFENDER	87754504	5711073	2019-03-26	Razberi Secure Technologies, LLC
LOCBERI	86629849	5009171	2016-07-26	Razberi Secure Technologies, LLC
RAZBERI	77654993	3904881	2011-01-11	Razberi Secure Technologies, LLC
RAZBERI Technologies	86654498	4904386	2016-02-23	Razberi Secure Technologies, LLC
SERVERSWITCH	86173569	4650667	2014-12-02	Razberi Secure Technologies, LLC
SERVERSWITCH NVR	86173588	4650668	2014-12-02	Razberi Secure Technologies, LLC
SERVERSWITCHIQ	86961382	5224307	2017-06-13	Razberi Secure Technologies, LLC
VYNEWATCH	86629992	4900731	2016-02-16	Razberi Secure Technologies, LLC
BRIGHT BLUE	77644187	3743845	2010-02-02	Vanderbilt, LLC
VANDERBILT INDUSTRIES	86423282	4767793	2015-07-07	Vanderbilt, LLC
LITE BLUE	86438627	4759725	2015-06-23	Vanderbilt, LLC
VI-Key	86438736	4789026	2015-08-11	Vanderbilt, LLC
VANDERBILT	87009174	5099812	2016-12-13	Vanderbilt, LLC
ACCESS IT!	75350464	2232996	1999-03-16	Vanderbilt, LLC
RS2	75660417	2508471	2001-11-20	Vanderbilt, LLC
COMNET	77463940	3716198	2009-11-24	Communication Networks, LLC
COPPERLINE	85414220	4243189	2012-11-13	Communication Networks, LLC
NETWAVE	85847497	4445166	2013-12-03	Communication Networks, LLC
ACRE	87793544	5569682	2018-09-25	ACRE Operating Group, LLC
OPEN OPTIONS ACCESS TECHNOLOGY	85744037	4367317	2013-07-16	Open Options, LLC

2. **Trademark Applications:** None

SCHEDULE C

COPYRIGHTS

1. **Registered Copyrights:**

Claimant	Title	Reg. No.	Reg. Date
Vanderbilt, LLC	Access-It! Software	TX0004802742	1998-06-26
Vanderbilt, LLC	Badge-it! Software	TX0004068546	1995-06-05
Vanderbilt, LLC	Access-It! universal system software	TX0006625113	2007-08-15

2. **Copyright Applications:** None.