

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6650663

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARCUS THOMAS, LLC	03/31/2021
RECEIVING PARTY DATA	
Name:	FIRST MERCHANTS BANK, AS ADMIN. AGENT
Street Address:	225 WASHINGTON STREET
Internal Address:	22ND FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9652118
CORRESPONDENCE DATA	
Fax Number:	
<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:	888-829-5819
Email:	john.cunningham@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	208 S. LASALLE
Address Line 2:	SUITE 814
Address Line 4:	CHICAGO, ILLINOIS 60604
NAME OF SUBMITTER:	DIANDRA M. LAMANTIA
SIGNATURE:	/Diandra M. LaMantia/
DATE SIGNED:	04/12/2021
Total Attachments: 5	
source=Patent Collateral Security Agreement (2)#page1.tif	
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PATENT COLLATERAL AGREEMENT

This 31st day of March, 2021, MARCUS THOMAS, LLC, an Ohio limited liability company (“*Debtor*”) with its principal place of business and mailing address at 4781 Richmond Road, Cleveland, Ohio 44128, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIRST MERCHANTS BANK, with its mailing address at 225 Washington Street, 22nd Floor, Chicago, Illinois 60606, acting as administrative agent hereunder for the Secured Parties as defined in the Loan and Security Agreement referred to below (together with its successors or assigns acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Patent Collateral*”):

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor and certain affiliates of Debtor as set out in that certain Loan and Security Agreement bearing even date herewith between Debtor, Agent, the other Loan Parties party thereto, and the Lenders party thereto from time to time, as the same may be amended, modified, or restated from time to time (the “*Loan and Security Agreement*”).

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Agent.

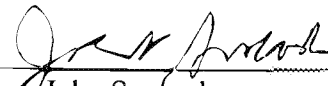
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Patent Collateral are as provided by the Loan and Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be governed by and construed in accordance with the internal laws (but otherwise without regard to the conflict of laws provisions) of the State of Illinois (including, without limitation, 735 ILCS Section 105/5-1 et seq), but giving effect to federal laws applicable to national banks. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

MARCUS THOMAS, LLC
By: Marcus Thomas Holdings, LLC
Its: Manager

By  _____
Name: John Svoboda
Title: Manager

[Signature Page to Patent Collateral Agreement (Marcus Thomas, LLC)]

PATENT
REEL: 055897 FRAME: 0616

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

Jurisdiction	Application Number	Filing Date	Patent Number	Issue Date
United States	14/156,898	01/16/2014	US 9,652,118 B2	05/16/2017