

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6688659

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AAMP OF FLORIDA, INC.	04/30/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIDCAP FINANCIAL TRUST
<b>Street Address:</b>	7255 WOODMONT AVENUE
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16926394
Application Number:	17069550
Application Number:	17103561
Application Number:	17194551
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)799-5000
<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>	
<b>Phone:</b>	2027994000
<b>Email:</b>	gregory.esau@dlapiper.com
<b>Correspondent Name:</b>	GREGORY ESAU
<b>Address Line 1:</b>	500 EIGHTH STREET, NW
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>NAME OF SUBMITTER:</b>	GREGORY ESAU
<b>SIGNATURE:</b>	/Gregory Esau/
<b>DATE SIGNED:</b>	05/03/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>	
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 30, 2021, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of MidCap Financial Trust (“MidCap”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuer (as each is defined in the Credit Agreement referred to below) and the other Secured Parties,

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Halifax AAMP Group, LLC, a Delaware limited liability company, as Initial Borrower, Audax AAMP Holdings, Inc. (now known as AAMP Global Holdings, Inc.), a Delaware corporation (the “US Borrower”), AAMP Armour Group Limited, a company incorporated in England and Wales (the “UK Borrower”, and together with the US Borrower, the “Borrowers” and each individually, a “Borrower”), the other persons designated as Credit Parties (as defined therein) from time to time party thereto, the Lenders and the L/C Issuer from time to time party thereto and MidCap, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor and others have agreed, pursuant to a Guaranty and Security Agreement, dated as of November 5, 2021, in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

(a) Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(b) Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(i) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(d) Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

(e) Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(f) Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

[SIGNATURE PAGES FOLLOW]

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

AAMP of Florida, Inc.,  
as a Grantor

By: Steven Verano  
Name: Steven Verano  
Title: Chief Financial Officer

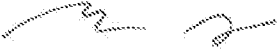
[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

**MIDCAP FINANCIAL TRUST**  
as Agent

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of Florida )  
 )  
County of Pinellas ) ss.

On this 29 day of April, 2021 before me personally appeared Steven Verano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AAMP of Florida, Inc., a Florida corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



**Lynette Hernandez**  
Notary Public  
State of Florida  
Comm# HH045895  
Expires 9/23/2024

[Acknowledgment of Grantor for Patent Security Agreement]

Schedule 1  
TO  
PATENT SECURITY AGREEMENT

Patents and Applications

Country	App. No.	Filing Date	Patent No.	Issue Date	Title	Owner
US	16/926,394	July 10, 2020			Override For Oem Audio Signal Equalizer	AAMP of Florida, Inc.
US	17/069,550	October 13, 2020			Aftermarket Head Unit Installation Kit For Use With Salvaged Original Equipment Manufacturer (Oem) Vehicle Controls	AAMP of Florida, Inc.
US	17/103,561	November 24, 2020			Wireless Configuration And Programming Of Automotive Aftermarket Peripheral Interfacing Modules	AAMP of Florida, Inc.
US	17/194,551	March 8, 2021			Aftermarket Head Unit Interface And Protocol Converter Cartridge	AAMP of Florida, Inc.