

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6688517

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DMT SOLUTIONS GLOBAL CORPORATION	04/30/2021
BCC SOFTWARE, LLC	04/30/2021
RECEIVING PARTY DATA	
Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	10730079
Patent Number:	10821769
Patent Number:	8218813
Patent Number:	8515877
Application Number:	16909485
Application Number:	16799715
Application Number:	16731581
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/03/2021

PATENT

Total Attachments: 7

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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

DMT Solutions Global Corporation
BCC Software, LLC

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG New York Branch

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 30, 2021

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 3, 2021

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of April 30, 2021, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain U.S. Security Agreement, dated as of July 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement (this "Patent Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Patents of such Grantor listed on Schedule I attached hereto (other than Excluded Collateral); and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. 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 Grantors hereby acknowledge and affirm 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien 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. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. This Patent Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the

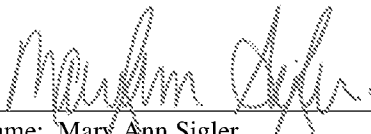
event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each 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.

Very truly yours,

DMT SOLUTIONS GLOBAL CORPORATION
BCC SOFTWARE, LLC,
each as a Grantor

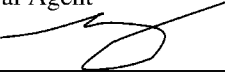
By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

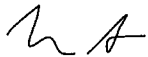
LPB

As Vice President and Treasurer of each of the above entities
and, in such capacity, intending by this signature to legally
bind each of the above entities

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

By: 
Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	NAME
DMT SOLUTIONS GLOBAL CORPORATION	10730079	CAM STACKING ASSEMBLY FOR A MIXED SIZED MAIL-PIECE SORTER
DMT SOLUTIONS GLOBAL CORPORATION	10821769	MAIL-PIECE INSERTION SYSTEM HEAVIES ROTARY FEEDER DOUBLE DETECT SYSTEM AND METHOD
DMT SOLUTIONS GLOBAL CORPORATION	8218813	METHOD FOR DOUBLE FEED DETECTION
BCC SOFTWARE, LLC	8515877	MAIL TRANSPORTATION PROCESSING

Patent Applications:

OWNER	APPLICATION NUMBER	NAME
DMT SOLUTIONS GLOBAL CORPORATION	16/909485	CAM STACKING ASSEMBLY FOR A MIXED SIZED MAIL- PIECE SORTER
DMT SOLUTIONS GLOBAL CORPORATION	16/799715	INTEGRATED ENVELOPE SEALER AND FLIP MODULE
DMT SOLUTIONS GLOBAL CORPORATION	16/731581	SYSTEM AND METHOD FOR FOLDING PAPER CARRIERS WITH ATTACHED CARDS