506641716 05/03/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6688526

04/30/2021

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TERM LOAN SECURITY AGREEMENT	
CONVEYING PARTY DATA		
CONVEYING PARTY DATA	Name	Execution Date

BCC SOFTWARE, LLC

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
		e-mail address first; if that is unsuccessful, it will be sent nat is unsuccessful, it will be sent via US Mail.
Phone:	800-7	713-0755
Email:	james	s.murray@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name:	CT C	ORPORATION
Address Line 1:	4400 EASTON COMMONS WAY	
Address Line 2:	SUIT	E 125
Address Line 4:	COLI	JMBUS, OHIO 43219
NAME OF SUBMITTER:		ELAINE CARRERA
SIGNATURE:		/Elaine Carrera/
DATE SIGNED:		05/03/2021

506641716

Total Attachments: 7	
source=Bluecrest - Term Loan Patent Security Agreement (BCC Joinder) (FINAL)#page1.tif	
source=Bluecrest - Term Loan Patent Security Agreement (BCC Joinder) (FINAL)#page2.tif	
source=Bluecrest - Term Loan Patent Security Agreement (BCC Joinder) (FINAL)#page3.tif	
source=Bluecrest - Term Loan Patent Security Agreement (BCC Joinder) (FINAL)#page4.tif	
source=Bluecrest - Term Loan Patent Security Agreement (BCC Joinder) (FINAL)#page5.tif	
source=Bluecrest - Term Loan Patent Security Agreement (BCC Joinder) (FINAL)#page6.tif	
source=Bluecrest - Term Loan Patent Security Agreement (BCC Joinder) (FINAL)#page7.tif	

Form PTO-1595 (Rev. 6-18) OMB No. 0651-0027 (exp. 06/30/2021) U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

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.			
Name of conveying party(ies) 2. Name and address of receiving party(ies)			
DMT Solutions Global Corporation BCC Software, LLC	Name: Deutsche Bank AG New York Branch		
	Internal Address:		
Additional name(s) of conveying party(ies) attached?			
3. Nature of conveyance/Execution Date(s):	Street Address: 60 Wall Street		
Execution Date(s) April 30, 2021			
Assignment			
Security Agreement Change of Name	City: New York		
Joint Research Agreement State: NY			
Government Interest Assignment	Country: USA Zip: 10005		
Executive Order 9424, Confirmatory License			
Other_Term Loan Security Agreement 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? XYes No			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 7		
Name: Elaine Carrera, Senior Paralegal	7. Total fee (37 CFR 1.21(h) & 3.41) \$		
Internal Address:			
	Authorized to be charged to deposit account		
Street Address: c/o Cahill Gordon & Reindel LLP,			
32 Old Slip None required (government interest not affecting title			
City: New York 8. Payment Information			
State: NY Zip: 10005			
Phone Number (212) 701-3365			
Phone Number: (212) 701-3365 Docket Number:	Deposit Account Number		
Docket Number:	Deposit Account Number Authorized UserName		
Docket Number: Email Address:ecarrera@cahill.com	Authorized UserName		
Docket Number: Email Address:ecarrera@cahill.com 9. Signature:	Authorized UserName Kay 3, 2021		
Docket Number: Email Address:ecarrera@cahill.com	Authorized UserName		
Docket Number: Email Address:ecarrera@cahill.com 9. Signature: Signature	Authorized UserName <u>Authorized UserName</u> <u>May 3, 2021</u> Date		

TERM LOAN PATENT SECURITY AGREEMENT

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

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, the Grantors are party to that certain Term Loan 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 Term Loan 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. <u>Defined Terms</u>. 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. <u>Grant of Security Interest in Patent Collateral</u>. 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. <u>Security Agreement</u>. 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. <u>Termination</u>. 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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. <u>Intercreditor Agreement</u>. 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 Ang Sigler læs Title: Vice President and Treasurer

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

[Signature Page to Term Loan Patent Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

2 By:

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

By:

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

[Signature Page to Term Loan Patent Security Agreement]

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

LEGAL02/40208428v4

PATENT REEL: 056121 FRAME: 0566

RECORDED: 05/03/2021