

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6727377

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
BLAZER AND FLIP FLOPS INC.		05/19/2021
RECEIVING PARTY DATA		
Name:	INVESTEC BANK PLC	
Street Address:	30 GRESHAM STREET	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	DC2V 7QP	
PROPERTY NUMBERS Total: 39		
Property Type	Number	
Patent Number:	9448085	
Patent Number:	9909896	
Patent Number:	9829339	
Patent Number:	10210542	
Patent Number:	9741022	
Patent Number:	10198717	
Patent Number:	9318855	
Patent Number:	10028091	
Patent Number:	10299070	
Patent Number:	9906909	
Patent Number:	10149103	
Patent Number:	10129728	
Patent Number:	D815967	
Patent Number:	D815968	
Patent Number:	D815969	
Patent Number:	D815970	
Patent Number:	D816527	
Patent Number:	10937074	
Patent Number:	10262311	
Patent Number:	9985699	

PATENT

Property Type	Number
Patent Number:	10348368
Patent Number:	10944448
Patent Number:	10580011
Patent Number:	10262318
Patent Number:	11004058
Patent Number:	10679207
Patent Number:	10433106
Patent Number:	10438141
Patent Number:	10733544
Application Number:	16271677
Application Number:	14970144
Application Number:	16008564
Application Number:	15141780
Application Number:	16921629
Application Number:	15913402
Application Number:	14970304
Application Number:	14970319
Application Number:	16808220
Application Number:	16010355

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: 2126834120

Email: luis.rodriquez@unitedcorporate.com

Correspondent Name: MAY YIP-DANIELS

Address Line 1: 1221 AVENUE OF THE AMERICAS

Address Line 2: C/O MAYER BROWN LLP

Address Line 4: NEW YORK, NEW YORK 10020

NAME OF SUBMITTER:	MAY YIP-DANIELS
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SIGNATURE:	/May Yip-Daniels/
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DATE SIGNED:	05/25/2021
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Total Attachments: 8

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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)

Blazer and Flip Flops, Inc.

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

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

Execution Date(s) May 19, 2021

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Investec Bank Plc

Internal Address: _____

Street Address: 30 Gresham Street

City: London

State: _____

Country: United Kingdom Zip: DC2V 7QP

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)

16/271,677 15/913,402
14/970,144 14/970,304
16/008,564 14/970,319
15/141,780 16/808,220
16/921,629 16/010,355

B. Patent No.(s)

9,448,085	10,198,717	10,149,103	10,937,074	11,004,058
9,909,896	9,318,855	10,129,728	10,262,311	10,679,207
9,829,339	10,028,091	D815,967	9,985,699	10,433,106
10,210,542	10,299,070	D815,968	10,348,368	10,438,141
9,741,022	9,906,909	D815,969	10,944,448	10,733,544
		D815,970	10,580,011	
		D816,527	10,262,318	

Additional numbers attached? ☐ Yes ☒ No

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

Name: May Yip-Daniels

Internal Address: Mayer Brown LLP

Street Address: 1221 Avenue of the Americas

City: New York

State: NY Zip: 10020

Phone Number: 212-506-2533

Docket Number: _____

Email Address: myipdaniels@mayerbrown.com

6. Total number of applications and patents involved: 29

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 UserName _____

9. Signature:

May Yip-Daniels
Signature

Date

May Yip-Daniels

Name of Person Signing

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

8

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

REEL: 056366 FRAME: 0147

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 19th day of May, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **INVESTEC BANK PLC** (“Investec”), in its capacity as security trustee for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Security Trustee”).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Facility Agreement, dated as of March 19, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Facility Agreement”), by and among Accesso Technology Group PLC, a company incorporated in England and Wales with registered number 03959429 as parent and borrower (“Parent” or the “Borrower”), Investec Bank PLC as mandated lead arranger (the “Arranger”), the financial institutions from time to time party thereto (collectively the “Lenders”), Investec Bank PLC as agent of the other finance parties (the “Agent”) and the Security Trustee as security trustee for the Secured Parties, the Secured Parties have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to the Borrower as provided for in the Facility Agreement and the other Finance Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Security Trustee, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of May 19, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Security Trustee, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Facility Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Security Trustee, for the benefit each member of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

- (a) all of its Patents including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

Notwithstanding anything to the contrary contained in this Agreement or any other Finance Document, in no event shall the security interest of this Section 2 attach to, and the term "Patent Collateral" and other terms defining the components of the Patent Collateral in the foregoing Section 2 shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Security Trustee, the other members of the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Security Trustee, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Security Trustee 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Security Trustee with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Security Trustee unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Security Trustee's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Finance Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE

PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BLAZER AND FLIP FLOPS, INC.

DocuSigned by:
By: Fern MacDonal
Name: Fern MacDonal
Title: CFO

SECURITY TRUSTEE:

INVESTEC BANK PLC

By: _____
Name:
Title:

[Signature Page to Project Haffell Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

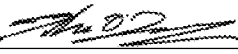
GRANTORS:

BLAZER AND FLIP FLOPS, INC.

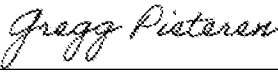
By: _____
Name:
Title:

SECURITY TRUSTEE:

INVESTEC BANK PLC

By:  _____
Name: John O'Donovan
Title: Solicitor

INVESTEC BANK PLC

By:  _____
Name: Gregg Pietersen
Title: Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Registered

BLAZER AND FLIP FLOPS INC.

Title	Country	Application No.	Filing Date	Patent No.	Issue Date
(TE2-001) LIVE BRANDED DYNAMIC MAPPING	United States of America	14/632,872	02/26/2015	9,448,085	09/20/2016
(TE2-001COA) LIVE BRANDED DYNAMIC MAPPING	United States of America	15/271,087	09/20/2016	9,909,896	03/06/2018
(TE2-001DVA) LIVE BRANDED DYNAMIC MAPPING	United States of America	15/597,609	05/17/2017	9,829,339	11/28/2017
(TE2-002) VENUE GUEST DEVICE MESSAGE PRIORITIZATION	United States of America	14/632,884	02/26/2015	10,210,542	02/19/2019
(TE2-004) PARENTAL CONTROLS	United States of America	14/633,019	02/26/2015	9,741,022	08/22/2017
(TE2-004COA) PARENTAL CONTROLS	United States of America	15/683,620	08/22/2017	10,198,717	02/05/2019
(TE2-005) TARGETED VENUE MESSAGE DISTRIBUTION	United States of America	15/138,157	04/25/2016	9,318,855	11/07/2017
(TE2-005COA) TARGETED VENUE MESSAGE DISTRIBUTION	United States of America	15/805,014	11/06/2017	10,028,091	07/17/2018
(TE2-005COB) TARGETED VENUE MESSAGE DISTRIBUTION	United States of America	16/038,098	07/17/2018	10,299,070	05/21/2019
(TE2-006) MAP BASED BEACON MANAGEMENT	United States of America	15/144,359	05/02/2016	9,906,909	02/27/2018
(TE2-006COA) MAP BASED BEACON MANAGEMENT	United States of America	15/906,285	02/27/2018	10,149,103	12/04/2018
(TE2-008) WEARABLE DEVICE	United States of America	15/383,710	12/19/2016	10,129,728	11/13/2018
(TE2-009) WEARABLE DEVICE	United States of America	29/570,529	07/08/2016	D815,967	04/24/2018
(TE2-010) WEARABLE DEVICE	United States of America	29/573,891	08/10/2016	D815,968	04/24/2018
(TE2-011) WEARABLE DEVICE	United States of America	29/573,898	08/10/2016	D815,969	04/24/2018
(TE2-012) WEARABLE DEVICE	United States of America	29/573,902	08/10/2016	D815,970	04/24/2018
(TE2-013) WEARABLE DEVICE	United States of America	29/573,904	08/10/2016	D816,527	05/01/2018
(TE2-015) SECURING MOBILE TRANSACTIONS	United States of America	13/294,134	11/10/2011	10,937,074	03/02/2021
(TE2-022) NFC-BASED PAYMENTS TAGGING	United States of America	14/970,328	12/15/2015	10,262,311	04/16/2019
(TE2-027) NFC CENTER	United States of America	14/970,102	12/15/2015	9,985,699	05/29/2018
(TE2-027COA) MANAGING NFC DATA	United States of America	15/967,068	04/30/2018	10,348,368	07/09/2019
(TE2-027COB) MANAGING NFC DEVICES BASED ON DOWNLOADED DATA	United States of America	16/503,358	07/03/2019	10,944,448	03/09/2021
(TE2-028) NFC-BASED OPTIONS SELECTION	United States of America	14/970,338	12/15/2015	10,580,011	03/03/2020
(TE2-029) ELIGIBILITY VERIFICATION FOR REAL-TIME OFFERS	United States of America	14/970,340	12/15/2015	10,262,318	04/16/2019

(TE2-029COA) TRANSACTION MODIFICATION BASED ON REAL-TIME OFFERS	United States of America	16/378,262	04/08/2019	11,004,058	05/11/2021
(TE2-031) BILL SPLITTING AND ACCOUNT DELEGATION FOR NFC	United States of America	14/970,139	12/15/2015	10,679,207	06/09/2020
(TE2-033) PERSONALIZED ITINERARY GENERATION AND MAPPING SYSTEM	United States of America	15/980,733	05/15/2018	10,433,106	10/01/2019
(TE2-034) VENUE TRAFFIC FLOW MANAGEMENT	United States of America	16/010,349	06/15/2018	10,438,141	10/08/2019
(TE2-034COA) VENUE TRAFFIC FLOW MANAGEMENT	United States of America	16/596,141	10/08/2019	10,733,544	08/04/2020

BLAZER AND FLIP FLOPS INC

Title	Country	Application No.	Filing Date
(TE2-022COA) SECURING CONTACTLESS PAYMENT	United States of America	16/271,677	02/08/2019
(TE2-032) AUTOMATIC SHOPPING BASED ON HISTORICAL DATA	United States of America	14/970,144	12/15/2015
(TE2-036) VENUE RECOMMENDATIONS BASED ON SHARED GUEST TRAITS	United States of America	16/008,564	06/14/2018

Applications

BLAZER AND FLIP FLOPS INC

Title		Application No.	Filing Date
(TE2-007) INTELLIGENT PREDICTION OF QUEUE WAIT TIMES	United States of America	15/141,780	04/28/2016
(TE2-016COA) BUILDING CUSTOMER LOYALTY IN A MOBILE ENVIRONMENT	United States of America	16/921,629	07/06/2020
(TE2-017) DYNAMIC JOURNEY MAPPING AND RECORDKEEPING	United States of America	15/913,402	03/06/2018
(TE2-018) NFC TRANSACTION CHOICES	United States of America	14/970,304	12/15/2015
(TE2-021) NFC-BASED ATM DEBIT TRANSACTIONS	United States of America	14/970,319	12/15/2015
(TE2-028COA) NFC-BASED OPTIONS SELECTION	United States of America	16/808,220	03/03/2020
(TE2-035) ASSISTED VENUE STAFF GUIDANCE	United States of America	16/010,355	06/15/2018