

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6766273

<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>
	CITYBRIDGE, LLC	05/19/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ZENFI NETWORKS, LLC	
<b>Street Address:</b>	90 WHITE STREET	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10013	
<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9823690	
<b>Patent Number:</b>	9703320	
<b>Patent Number:</b>	9622392	
<b>Patent Number:</b>	9451060	
<b>Patent Number:</b>	10051097	
<b>Patent Number:</b>	9516485	
<b>Patent Number:</b>	10270918	
<b>Patent Number:</b>	10127781	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)838-2001	
<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>	650-838-2000	
<b>Email:</b>	cynthia.mckinley@alston.com	
<b>Correspondent Name:</b>	ALSTON & BIRD LLP	
<b>Address Line 1:</b>	101 SOUTH TRYON STREET, SUITE 4000	
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28280	
<b>ATTORNEY DOCKET NUMBER:</b>	070031/694129	
<b>NAME OF SUBMITTER:</b>	DANIEL J. O'CONNOR	
<b>SIGNATURE:</b>	/Daniel J. O'Connor/	

<b>DATE SIGNED:</b>	06/16/2021
<b>Total Attachments: 5</b> source=Patent_Security_Agreement#page1.tif source=Patent_Security_Agreement#page2.tif source=Patent_Security_Agreement#page3.tif source=Patent_Security_Agreement#page4.tif source=Patent_Security_Agreement#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of June 3, 2021 (but to be fully effective upon consummation of the Closing) ("Patent Security Agreement"), made by CITYBRIDGE, LLC, a Delaware limited liability company (the "Grantor"), is in favor of ZENFI NETWORKS, LLC, a Delaware limited liability company (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of the date hereof (but to be fully effective upon consummation of the Closing), (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has created in favor of the Secured Party a security interest in the Patent Collateral (as defined below);

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

The Grantor hereby grants to the Secured Party, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) the registered and applied for Patents of the Grantor listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any of the foregoing.

The security interest granted pursuant to this Patent Security Agreement is granted concurrently and in conjunction with security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

The term of this Patent Security Agreement shall be co-terminus with the Security Agreement. Upon termination of this Patent Security Agreement, all liens on and security interests in the Patent Collateral shall be deemed automatically released upon the first to occur of (i) the payment in full of the Obligations and (ii) the release of the Collateral in accordance with Section 9(i) of the Security Agreement. Upon the termination of this Patent Security Agreement, the Secured Party shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein, all at the Grantor's sole cost and expense.

The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

**THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**


This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or electronic transmission (in “.pdf” or similar format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Patent Security Agreement signed by all the parties shall be lodged with the Grantor and the Secured Party.

Notwithstanding any other provision of this Patent Security Agreement or the Security Agreement, nothing herein shall create an Encumbrance in any assets of Grantor, other than as expressed in the Amended and Restated Step-in Agreement, that would affect the rights or interests of the City under the terms of the Franchise Agreement, including, but not limited to, the City’s rights upon default, termination, or expiration and the Grantor’s obligations to pay the City pursuant to Article VI and maintain the Security Fund (as defined in the Franchise Agreement) pursuant to Article VII of the Franchise Agreement. For the avoidance of doubt, the City’s rights and interests under the Franchise Agreement will not be altered or impaired by the transactions contemplated by this Patent Security Agreement or the Security Agreement, including, without limitation, any case or proceeding involving Grantor under the United States Bankruptcy Code, 11 U.S.C. sections 101 *et seq* and any action to enforce any agreement among the parties hereto. Furthermore, the parties agree that this Patent Security Agreement and the Security Agreement will be read in such manner as to be consistent with the City’s and Grantor’s rights or obligations under the Franchise Agreement. In the event of a conflict with the foregoing, the Franchise Agreement provisions will be given greater effect and will take precedence over the terms and conditions of this Patent Security Agreement and the Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 above written.

**CITYBRIDGE, LLC**

By:   
Nick Colvin (May 15, 2013 15:50 EDT)  
Name: Nick Colvin  
Title: Chief Operating Officer

*[Signature Page to Patent Security Agreement (ZenFi)]*

Accepted and Agreed:

ZENFI NETWORKS, LLC  
as Secured Party

By: Robert Sokota  
Name: Robert Sokota  
Title: Chief Administrative Officer

*[Signature Page to Patent Security Agreement (ZenFi)]*

Schedule 1

**PATENTS**

<b>Country</b>	<b>Publication No.</b>	<b>Patent No.</b>	<b>Patent Date</b>	<b>Status</b>	<b>Title</b>
United States of America	US-2017-0074453-A1	9823690	21-Nov-2017	Granted	METHOD AND APPARATUS FOR SECURING A STRUCTURE TO A SUPPORT
United States of America	US-2017-0083043-A1	9703320	11-Jul-2017	Granted	TECHNIQUES AND APPARATUS FOR MOUNTING A HOUSING ON A PERSONAL COMMUNICATIONS STRUCTURE (PCS)
United States of America	US-2017-0083062-A1	9622392	11-Apr-2017	Granted	TECHNIQUES AND APPARATUS FOR CONTROLLING THE TEMPERATURE OF A PERSONAL COMMUNICATION STRUCTURE (PCS)
United States of America		9451060	20-Sep-2016	Granted	TECHNIQUES AND APPARATUS FOR CONTROLLING ACCESS TO COMPONENTS OF A PERSONAL COMMUNICATION STRUCTURE (PCS)
United States of America	US-2017-0111486-A1	10051097	14-Aug-2018	Granted	TECHNIQUES AND APPARATUS FOR CONTROLLING ACCESS TO COMPONENTS OF A PERSONAL COMMUNICATION STRUCTURE (PCS)
United States of America		9516485	06-Dec-2016	Granted	SYSTEMS AND METHODS FOR MAKING EMERGENCY PHONE CALLS
United States of America	US-2017-0111520-A1	10270918	23-Apr-2019	Granted	METHOD AND APPARATUS FOR POWER AND TEMPERATURE CONTROL OF COMPARTMENTS WITHIN A PERSONAL COMMUNICATION STRUCTURE (PCS)
United States of America	US-2017-0175411-A1	10127781	13-Nov-2018	Granted	SYSTEMS AND TECHNIQUES FOR VANDALISM DETECTION IN A PERSONAL COMMUNICATION STRUCTURE (PCS)