

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6948353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SERVICE MANAGEMENT GROUP, LLC	10/01/2021
RECEIVING PARTY DATA	
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS COLLATERAL AGENT
Street Address:	C/O ALTER DOMUS (US) LLC, 225 W. WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9165304
Patent Number:	9576295
Patent Number:	9589270
Patent Number:	9727884
Patent Number:	10572887
Patent Number:	10726431
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312-577-8438
Email:	raquel.haleem@katten.com
Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	385629-00264
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/01/2021

Total Attachments: 5

source=Varagon_SMG - Patent Security Agreement#page1.tif

source=Varagon_SMG - Patent Security Agreement#page2.tif

source=Varagon_SMG - Patent Security Agreement#page3.tif

source=Varagon_SMG - Patent Security Agreement#page4.tif

source=Varagon_SMG - Patent Security Agreement#page5.tif

**GRANT OF
SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “**Agreement**”), effective as of October 1, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Varagon Capital Partners Agent, LLC, a Delaware limited liability company (“**Varagon**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among SERVICE MANAGEMENT GROUP, LLC, a Delaware limited liability company (“**Borrower**”), SMG MOUNTAIN INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Varagon, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of October 1, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto (collectively, the “**Patent Collateral**”), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

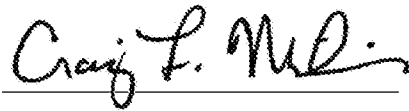
SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**SERVICE MANAGEMENT GROUP,
LLC,**
a Delaware limited liability company
as a Grantor

By: 

Name: Craig Milius

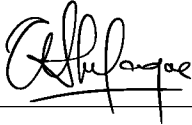
Title: Vice President

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 057670 FRAME: 0556

**VARAGON CAPITAL PARTNERS AGENT,
LLC,**
a Delaware limited liability company, as
Collateral Agent

By: Varagon Capital Partners, L.P., as its sole
member

By:  _____

Name: Zeshan Ashfaque
Title: Managing Director

[Signature Page to Grant of Security Interest in Patents Rights]

PATENT
REEL: 057670 FRAME: 0557

SCHEDULE A

U.S. Patents and Applications

Invention Title	Patent No.	FilingDate	Issue Date
Analyzing Consumer Behavior Using Electronically Captured Consumer Location Data	9,165,304	10/22/2010	10/20/15
Adjusting A Process for Visit Detection Based on Location Data	9,576,295	6/17/2012	2/21/2017
Electronically Capturing Consumer Location Data For Analyzing Behavior	9,589,270	10/22/2010	3/7/2017
Tracking Brand Strength Using Consumer Location Data and Consumer Survey Responses	9,727,884	10/1/13	8/8/2017
Electronically Capturing Consumer Location Data For Analyzing Consumer Behavior	10,572,887	1/26/2017	2/25/2020
Consumer Analytics System that Determines, Offers, and Monitors Use of Rewards Incentivizing Consumers to Perform Tasks	10,726,431	10/1/2013	7/28/2020