# 506907165 10/05/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6953989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
CATELAS INC.	10/05/2021

## **RECEIVING PARTY DATA**

Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	8407282

## **CORRESPONDENCE DATA**

**Fax Number:** (617)526-9899

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:** 6175269628

Email:cslattery@proskauer.comCorrespondent Name:CHRISTINE SLATTERYAddress Line 1:PROSKAUER ROSE LLP

Address Line 2: ONE INTERNATIONAL PLACE, 23RD FLOOR

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 70578.031	
NAME OF SUBMITTER: CHRISTINE SLATTERY	
SIGNATURE: /Christine Slattery/	
DATE SIGNED:	10/05/2021

#### **Total Attachments: 5**

source=ACA - Patent Security Agreement (Executed) - 10.05.2021\_(80444775\_1)#page1.tif source=ACA - Patent Security Agreement (Executed) - 10.05.2021\_(80444775\_1)#page2.tif source=ACA - Patent Security Agreement (Executed) - 10.05.2021\_(80444775\_1)#page3.tif source=ACA - Patent Security Agreement (Executed) - 10.05.2021\_(80444775\_1)#page4.tif source=ACA - Patent Security Agreement (Executed) - 10.05.2021\_(80444775\_1)#page5.tif

PATENT 506907165 REEL: 057708 FRAME: 0279

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of October 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), is made by Catelas Inc., a Delaware corporation (the "Grantor") in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS, the Grantor is party to a Security Agreement dated as of February 9, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent for the benefit of the Secured Parties in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

#### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement (as defined in the Security Agreement) and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

#### SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired during the term of the Security Agreement 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"); provided, that the Patent Collateral shall not include any Excluded Assets:

- (i) all letters patent of the United States in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office ("USPTO"), including any of the foregoing listed in Schedule A hereto, and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make use and/or sell the inventions disclosed or claimed therein,
- (ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
  - (iii) all rights corresponding to the foregoing throughout the world, and

PATENT REEL: 057708 FRAME: 0280 (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits 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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral 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. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

#### **SECTION 5. TERMINATION**

This Patent Security Agreement and the security interest granted herein will terminate when the Security Agreement is terminated under Section 6.11 thereof. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor, at the Grantor's expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

#### **SECTION 6. GOVERNING LAW**

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

#### SECTION 7. COUNTERPARTS

This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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PATENT REEL: 057708 FRAME: 0281 N WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CATELAS INC.

as a Grantor

Name: Matthew Steinhilber

Title: General Counsel and Secretary

# ARES CAPITAL CORPORATION,

as Administrative Agent and Collateral Agent

Penus 2 M By:\_ Name: Penni Roll

Title: Authorized Signer

# SCHEDULE A to PATENT SECURITY AGREEMENT

# PATENTS AND PATENT APPLICATIONS

<u>Title</u>	Status	Application Number / Date	Patent Number / Date	Registrant
SYSTEMS AND	Registered	12/381,570	8,407,282	Catelas Inc.
METHODS FOR		03/13/2009	03/26/2013	
DETERMINING				
ELECTRONIC				
RELATIONSHIPS				

PATENT REEL: 057708 FRAME: 0284

**RECORDED: 10/05/2021**