

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6991153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AGILENCE, INC.	10/27/2021
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7499571
Patent Number:	8649594
Patent Number:	8195598
Patent Number:	7088846
Patent Number:	7127083
Patent Number:	7136507
Patent Number:	7148912
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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:	2155695619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE (074658-21091)
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-21091
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/

PATENT

DATE SIGNED:	10/27/2021
Total Attachments: 5 source=Patent Security Agreement (Cuadrilla Agilence) - Executed#page1.tif source=Patent Security Agreement (Cuadrilla Agilence) - Executed#page2.tif source=Patent Security Agreement (Cuadrilla Agilence) - Executed#page3.tif source=Patent Security Agreement (Cuadrilla Agilence) - Executed#page4.tif source=Patent Security Agreement (Cuadrilla Agilence) - Executed#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”), dated as of October 27, 2021, is entered into by the entity listed on the signature page hereto (the “**Grantor**”) and **PNC BANK, NATIONAL ASSOCIATION** (the “**Assignee**”), as Agent pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), by and among, AGI Purchaser, Inc., a Delaware corporation, AGI Merger Sub, Inc., a Delaware corporation (the “**Initial Borrower**”), the Grantor (the successor-by-merger to the Initial Borrower), the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Intellectual Property, including the patents and licenses set forth on Schedule A hereto as of the date hereof.

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 and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Credit Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Credit Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Patents (defined below) and Licenses (defined below), whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “**Patents**” means (i) all of the Grantor’s patents, patent applications, trade secrets (collectively, “Patents”), and material licenses for any of the foregoing (“Licenses”), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) the right to obtain all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements thereof, and (iii) all products and proceeds of the foregoing, including claims for damages by reason of past, present and future infringements or dilution of any Patent or any Patent licensed under any License and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, permitted assigns and other legal representatives.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s Patents and Licenses existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Credit Agreement. In the event that any of the provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent or License owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patent or License in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent or License to the security interests and perfection created or contemplated hereby or by the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND SHALL BE CONTRUED AND INTERPRETED IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Benjamin Denkin*
Name: Benjamin Denkin
Title: Senior Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 057928 FRAME: 0937

GRANTOR:

AGILENCE, INC., a Delaware corporation,
in its capacity as successor-by-merger to the
Initial Borrower

By: 

Name: J. Russell Hawkins

Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

Schedule A to PATENT SECURITY AGREEMENT

Patent Name	Jurisdiction	Owner	Patent No.
VIDEO SURVEILLANCE SYSTEM WITH RULE-BASED REASONING AND MULTIPLE-HYPOTHESIS SCORING	USA	Agilence, Inc.	7,499,571
Active and adaptive intelligent video surveillance system	USA	Agilence, Inc.	8,649,594
METHOD OF AND SYSTEM FOR HIERARCHICAL HUMAN/CROWD BEHAVIOR DETECTION	USA	Agilence, Inc.	8,195,598
Video surveillance system that directs predefined behaviors based on predetermined patterns of movement through zones	USA	Agilence, Inc.	7,088,846
Video surveillance system with object detection and probability scoring based on object class	USA	Agilence, Inc.	7,127,083
Video surveillance system with rule-based reasoning and multiple-hypothesis scoring	USA	Agilence, Inc.	7,136,507
Video surveillance system in which trajectory hypothesis spawning allows for trajectory splitting and/or merging	USA	Agilence, Inc.	7,148,912

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REEL: 057928 FRAME: 0939

RECORDED: 10/27/2021