## 506950881 10/29/2021

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6997718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date	
KIRA INC.	10/29/2021	

#### **RECEIVING PARTY DATA**

Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	399 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

## **PROPERTY NUMBERS Total: 2**

Property Type	Number				
Patent Number:	9158839				
Application Number:	15201659				

#### **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.

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Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1507260 PAT
NAME OF SUBMITTER:	CHRISTIAN CRAFT
SIGNATURE:	/Christian Craft/
DATE SIGNED:	10/29/2021

## **Total Attachments: 5**

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PATENT REEL: 057964 FRAME: 0785

#### PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of October 29, 2021 (this "Patent Security Agreement"), is made by Kira Inc., an Ontario corporation (the "Pledgor"), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of May 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Litera Bidco LLC, a Delaware limited liability company (the "Borrower"), Litera Midco LLC, a Delaware limited liability company ("Holdings"), the other guarantors from time to time party thereto, the financial institutions from time to time party thereto as lenders and Owl Rock Capital Corporation, as Administrative Agent.

#### WITNESSETH:

WHEREAS, the Pledgor and certain other entities are party to that certain Canadian Security Agreement, dated the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Canadian Security Agreement"), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Canadian Security Agreement and used herein have the meaning given to them in the Canadian Security Agreement, or if not defined therein, in the Credit Agreement or the US Security Agreement (as defined in the Canadian Security Agreement).

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, but in each case excluding any Excluded Property (collectively, the "Patent Collateral"):

- (a) all Patents of the Pledgor, including, without limitation, the United States patents and patent applications registered with USPTO listed on Schedule 1 attached hereto; and
  - (b) all Proceeds of any and all of the foregoing.

SECTION 3. <u>Canadian Security Agreement</u>. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Canadian Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Canadian 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

PATENT REEL: 057964 FRAME: 0786 is deemed to conflict with the Canadian Security Agreement, the provisions of the Canadian Security Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the Termination of Secured Obligations or as otherwise provided in the Canadian Security Agreement, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. <u>Recordation</u>. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means (including as a PDF) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement. The words "execution," "signed," "signature," and words of like import in any Loan Document or any agreement entered into in connection therewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the the Electronic Commerce Act, 2000 (Ontario), Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS PATENT SECURITY AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PLEDGOR** 

KIRA INC.

By:

Milla Kalımaı

Name: Milla Rahmani

Title: Director

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Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,

as Collateral Agent

By:

Name/ Jon ten Oever

Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

# SCHEDULE 1 to PATENT SECURITY AGREEMENT

# UNITED STATES PATENTS AND PATENT APPLICATIONS

## **United States Patents:**

THLE	COUNTRY	REGISTRATION APPLICATION NUMBER	STATUS	FILING DATE	EXPIRY DATE	OWNER
Systems and Methods for training and classifying data (Publication No. 20140058983A)	US	9,158,839	Issued	8/23/12	Anticipated 7/3/33	Kira Inc.

## United States Patent Applications:

TITLE	COUNTRY	REGISTRATION/ APPLICATION NUMBER	STATUS	FILING DATE	EXPIRY DATE	OWNER
Systems and	US	15/201659	Pending	7/5/2016	n/a	Kira Inc.
Method for						
Clustering						
Electronic						
Documents						

PATENT
RECORDED: 10/29/2021 REEL: 057964 FRAME: 0790