

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7060560

<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>
	SIERRA WIRELESS AMERICA, INC.	07/31/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE	
<b>Street Address:</b>	400 BURNARD STREET, 7TH FLOOR	
<b>City:</b>	VANCOUVER	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	V6C 3A6	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8054778
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(778)329-0752	
<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>Email:</b>	ipmailvancouver@blg.com	
<b>Correspondent Name:</b>	BORDEN LADNER GERVAIS LLP	
<b>Address Line 1:</b>	1200 WATERFRONT CENTRE	
<b>Address Line 2:</b>	200 BURNARD STREET, P.O. BOX 48600	
<b>Address Line 4:</b>	VANCOUVER, CANADA V7X 1T2	
<b>ATTORNEY DOCKET NUMBER:</b>	CMS 500007-005796	
<b>NAME OF SUBMITTER:</b>	ERIN STEFFEN	
<b>SIGNATURE:</b>	/Erin Steffen/	
<b>DATE SIGNED:</b>	12/07/2021	
<b>Total Attachments: 6</b>		
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") is dated as of July 31, 2018 between SIERRA WIRELESS AMERICA, INC., a Delaware corporation (the "Debtor"), and CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (together with any successor(s) thereto in such capacity, the "Secured Party") for each of the Lenders (as defined below).

The Debtor and the Secured Party hereby agree as follows:

### Section 1. Definitions; Interpretation.

(a) **Terms Defined in Credit Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement (as defined below).

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means that certain Credit Agreement dated as of date hereof among, inter alia, the Secured Party, the various financial institutions as are, or may from time to time become, parties thereto (individually a "Lender" and collectively the "Lenders"), and Sierra Wireless, Inc., as the same may be further amended, modified, supplemented or restated from time to time.

"Lender" has the meaning set forth in the definition of Credit Agreement above.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security Agreement dated as of the date hereof executed by Debtor in favor of Secured Party

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by the Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all".

## **Section 2. Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Debtor hereby collaterally assigns, transfers and conveys to the Secured Party, and grants to the Secured Party a security interest in, all of the Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, including those letters patent set forth on Schedule A;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (i);

(iii) all patent licenses and other agreements providing the Grantor with the right to use any of the items of the type referred to in clause (i);

(iv) the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license; and

(v) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world.

(b) **Continuing Security Interest.** The Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated by the Secured Party.

**Section 3. Supplement to Credit Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Credit Agreement or other security documents referred to therein (including the Security Agreement). The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Credit Agreement or any other security documents referred to therein (including the Security Agreement). In the event of any inconsistency between any of the terms or provisions hereof and the term and provisions of the Credit Agreement or Security Agreement, the terms and provisions of the Credit Agreement or Security Agreement, as applicable, shall govern.

**Section 4. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 4.5(f) of the Credit Agreement. The Debtor may not assign, transfer, hypothecate or otherwise convey its

rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

**Section 5. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

**Section 6. Amendment.** Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving the Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Credit Agreement.

**Section 7. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**Section 8. Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

**Section 9. Notices.** All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

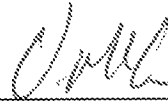
**(Signature Page Follows)**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**DEBTOR:**

**SIERRA WIRELESS AMERICA, INC.**

By:



Name: David McLennan

Title: CFO

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 058324 FRAME: 0429**

**SECURED PARTY:**

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Zee Noorani**

**Authorized Signatory**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Thomas MacGregor**

**Authorized Signatory**

[Signature Page to Patent Security Agreement]

**SCHEDULE A**  
to Patent Security Agreement  
Debtor: SIERRA WIRELESS AMERICA, INC.

**U.S. Patents**

<b><u>Patent</u></b>	<b><u>Jurisdiction/ Grantor</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
Self-Provisioning Antenna System and Method	USPTO	8,405,547	Mar 26, 2013
Gateway network multiplexing	USPTO	8,121,071	Feb 21, 2012
LAN/WWAN Gateway Carrier Customization	USPTO	8,054,778	Nov 8, 2011