

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7065173

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
READING PLUS LLC	12/09/2021
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8500450
Patent Number:	9189969
CORRESPONDENCE DATA	
Fax Number:	(704)503-2622
<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:	7045032600
Email:	msheehan@kslaw.com
Correspondent Name:	KING & SPALDING LLP
Address Line 1:	300 S. TRYON ST., STE 1700
Address Line 2:	ATTN: MOIRA SHEEHAN
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	18876.515226 PSA RP
NAME OF SUBMITTER:	MOIRA SHEEHAN
SIGNATURE:	/Maira Sheehan/
DATE SIGNED:	12/09/2021
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is entered into as of December 9, 2021, by and among READING PLUS LLC (“**Grantor**”) and PNC BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of December 9, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “**Security Agreement**”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under: (a) all Patents owned by the Grantor, including but not limited to the Patents listed on Schedule I attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described herein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages and proceeds of suit arising therefrom and (g) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages and proceeds of suit, in each case, other than Excluded Assets (collectively, the “**Patent Collateral**”).

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 Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor 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 Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

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.

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

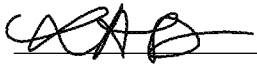
READING PLUS LLC

By: Jessie Woolley-Wilson
Name: Jessie Woolley-Wilson
Title: President and Chief Executive Officer

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: _____

Name: Laurie Dee

Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 058346 FRAME: 0287

SCHEDULE I

to

PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS:

Title	Patent No.	Issue Date	Owner
Computer-Implemented Method of Improving Reading Skills	8,500,450	8/6/2013	Reading Plus LLC
System and Method For Controlling an Advancing Reading Slot of a Reading Aid At Variable Velocities	9,189,969	11/17/2015	Reading Plus LLC

UNITED STATES PATENT APPLICATIONS:

None.