

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7073069

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ACCEPTTO CORPORATION		12/13/2021
RECEIVING PARTY DATA		
Name:	ELM PARK CAPITAL MANAGEMENT, LLC	
Street Address:	2300 NORTH FIELD STREET	
Internal Address:	SUITE 2180	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 28		
Property Type	Number	
Patent Number:	9426183	
Patent Number:	9742809	
Patent Number:	10148699	
Patent Number:	10325259	
Patent Number:	10387980	
Patent Number:	10572874	
Patent Number:	10715555	
Patent Number:	10824702	
Patent Number:	10922631	
Patent Number:	10951606	
Patent Number:	11005839	
Patent Number:	11096059	
Patent Number:	11101993	
Patent Number:	11133929	
Patent Number:	11036262	
Patent Number:	10893095	
Application Number:	16542118	
Application Number:	16798428	
Application Number:	16922973	

PATENT

Property Type	Number
Application Number:	17140017
Application Number:	17087493
Application Number:	17087561
Application Number:	17201893
Application Number:	17233529
Application Number:	17403395
Application Number:	17460435
Application Number:	63108999
Application Number:	63133260

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.

Phone: 714.668.6227

Email: johnkline@paulhastings.com

Correspondent Name: PAUL HASTINGS LLP ATTN: JOHN KLINE

Address Line 1: 695 TOWN CENTER DRIVE

Address Line 2: SEVENTEENTH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

NAME OF SUBMITTER: JOHN KLINE

SIGNATURE: /s/ John Kline

DATE SIGNED: 12/14/2021

Total Attachments: 8

source=Elm Park_SecureAuth - Acceptto Joinder - Patent Security Agreement [Executed](159758893_1)#page1.tif

source=Elm Park_SecureAuth - Acceptto Joinder - Patent Security Agreement [Executed](159758893_1)#page2.tif

source=Elm Park_SecureAuth - Acceptto Joinder - Patent Security Agreement [Executed](159758893_1)#page3.tif

source=Elm Park_SecureAuth - Acceptto Joinder - Patent Security Agreement [Executed](159758893_1)#page4.tif

source=Elm Park_SecureAuth - Acceptto Joinder - Patent Security Agreement [Executed](159758893_1)#page5.tif

source=Elm Park_SecureAuth - Acceptto Joinder - Patent Security Agreement [Executed](159758893_1)#page6.tif

source=Elm Park_SecureAuth - Acceptto Joinder - Patent Security Agreement [Executed](159758893_1)#page7.tif

source=Elm Park_SecureAuth - Acceptto Joinder - Patent Security Agreement [Executed](159758893_1)#page8.tif

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 13th day of December, 2021, between Grantor listed on the signature pages hereof, and ELM PARK CAPITAL MANAGEMENT, LLC, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Term Loan and Security Agreement dated as of October 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among COURION INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), CORE SECURITY SDI CORPORATION, a Delaware corporation ("Courion"), CORE SECURITY TECHNOLOGIES, INC., a Delaware corporation ("Core"), CORE SDI, INC., a Delaware corporation ("Core SDI"), SECUREAUTH CORPORATION, a Delaware corporation ("SecureAuth", together with Courion, Core, Core SDI and each other Person from time to time joinder as a party thereto as a borrower, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, prior to the date hereof, Courion acquired all of the outstanding equity interest in Grantor and Grantor became a wholly owned subsidiary of Courion (the "Acquisition"); and

WHEREAS, pursuant to the Credit Agreement, following the consummation of the Acquisition, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), whether arising under United States, multinational or foreign laws, including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including all income, fees, payments, and royalties therefrom and any claim in law or equity by Grantor against third parties for past, present or future infringement, misappropriation, violation, misuse, breach, default, or other impairment of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and

similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW. This Patent Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTOR:

ACCEPTTO CORPORATION,
a Delaware corporation

A rectangular box containing a handwritten signature in dark ink, which appears to read "Ron Cano".

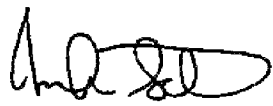
By: _____

Name: Ron Cano

Title: Vice President

ACCEPTED AND
ACKNOWLEDGED BY:

ELM PARK CAPITAL MANAGEMENT, LLC,
as Agent

By: 
Name: Mark Schachter
Title: Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Owner	Country	Description of Patent	Application/ Registration Number	Application/ Registration Date
Acceptto Corporation	United States	AUTHENTICATION POLICY ORCHESTRATION FOR A USER DEVICE	14/444,865 9,426,183	7/28/2014 8/23/2016
Acceptto Corporation	United States	AUTHENTICATION POLICY ORCHESTRATION FOR A USER DEVICE	15/243,462 9,742,809	8/22/2016 8/22/2017
Acceptto Corporation	United States	AUTHENTICATION POLICY ORCHESTRATION FOR A USER DEVICE	15/682,377 10,148,699	8/21/2017 12/4/2018
Acceptto Corporation	United States	DYNAMIC AUTHORIZATION WITH ADAPTIVE LEVELS OF ASSURANCE	14/672,098 10,325,259	3/28/2015 6/18/2019
Acceptto Corporation	United States	METHOD AND SYSTEM FOR CONSUMER BASED ACCESS CONTROL FOR IDENTITY INFORMATION	15/174,989 10,387,980	6/6/2016 8/20/2019
Acceptto Corporation	United States	DYNAMIC AUTHORIZATION WITH ADAPTIVE LEVELS OF ASSURANCE	15/700,153 10,572,874	9/10/2017 2/25/2020
Acceptto Corporation	United States	HIERARCHICAL MULTI-TRANSACTION POLICY ORCHESTRATED AUTHENTICATION AND AUTHORIZATION	16/205,134 10,715,555	11/29/2018 7/14/2020
Acceptto Corporation	United States	SYSTEM AND METHOD FOR CONTINUOUS PASSWORDLESS AUTHENTICATION ACROSS TRUSTED DEVICES	16/938,828 10,824,702	7/24/2020 11/3/2020
Acceptto Corporation	United States	SYSTEM AND METHOD FOR SECURE TOUCHLESS AUTHENTICATION OF USER IDENTITY	16/984,570 10,922,631	8/4/2020 2/16/2021
Acceptto Corporation	United States	CONTINUOUS AUTHENTICATION THROUGH ORCHESTRATION AND RISK CALCULATION POST-AUTHORIZATION SYSTEM AND METHOD	17/112,913 10,951,606	12/4/2020 3/16/2021

Owner	Country	Description of Patent	Application/ Registration Number	Application/ Registration Date
Acceptto Corporation	United States	SYSTEM AND METHOD TO IDENTIFY ABNORMALITIES TO CONTINUOUSLY MEASURE TRANSACTION RISK	16/298,990 11,005,839	3/11/2019 5/11/2021
Acceptto Corporation	United States	SYSTEM AND METHOD FOR SECURE TOUCHLESS AUTHENTICATION OF USER PAIRED DEVICE, BEHAVIOR AND IDENTITY	17/140,018 11,096,059	1/1/2021 8/17/2021
Acceptto Corporation	United States	AUTHENTICATION AND AUTHORIZATION THROUGH DERIVED BEHAVIORAL CREDENTIALS USING SECURED PAIRED COMMUNICATION DEVICES	17/140,016 11,101,993	1/1/2021 8/24/2021
Acceptto Corporation	United States	SYSTEM AND METHOD OF BIOBEHAVIORAL DERIVED CREDENTIALS IDENTIFICATION	16/249,772 11,133,929	1/16/2019 9/28/2021
Acceptto Corporation	United States	RADIO FREQUENCY POWER AMPLIFIER WITH ADJACENT CHANNEL LEAKAGE CORRECTION CIRCUIT	16/255,742 11,036,262	01/23/2019 06/15/2021
Acceptto Corporation	United States	DISTRIBUTED SOFTWARE DEFINED NETWORKING	16/900,963 10,893,095	06/14/2020 01/12/2021
Acceptto Corporation	United States	METHOD AND SYSTEM FOR CONSUMER BASED ACCESS CONTROL FOR IDENTITY INFORMATION	16/542,118 N/A	8/15/2019
Acceptto Corporation	United States	DYNAMIC AUTHORIZATION WITH ADAPTIVE LEVELS OF AUTHORIZATION	16/798,428 N/A	2/24/2020
Acceptto Corporation	United States	AUTHENTICATION POLICY ORCHESTRATION FOR A USER DEVICE	16/922,973 N/A	7/7/2020
Acceptto Corporation	United States	SYSTEM & METHOD TO IDENTIFY USER AND DEVICE BEHAVIOR ABNORMALITIES TO CONTINUOUSLY MEASURE TRANSACTION RISK	17/140,017 N/A	1/1/2021

Owner	Country	Description of Patent	Application/ Registration Number	Application/ Registration Date
Acceptto Corporation	United States	SYSTEM AND METHOD FOR CONTINUOUS PASSWORDLESS AUTHENTICATION ACROSS TRUSTED DEVICES	17/087,493 N/A	11/2/2020
Acceptto Corporation	United States	SYSTEM AND METHOD FOR CONTINUOUS PASSWORDLESS AUTHENTICATION ACROSS TRUSTED DEVICES	17/087,561 N/A	11/2/2020
Acceptto Corporation	United States	CONTINUOUS AUTHENTICATION THROUGH ORCHESTRATION AND RISK CALCULATION POST-AUTHORIZATION SYSTEM AND METHOD	17/201,893 N/A	3/15/2021
Acceptto Corporation	United States	SYSTEM AND METHOD FOR ANONYMIZED TRUSTED TRACE	17/233,529 N/A	4/18/2021
Acceptto Corporation	United States	SYSTEM AND METHOD FOR RAPID CHECK-IN AND INHERITING TRUST USING A MOBILE DEVICE	17/403,395 N/A	8/16/2021
Acceptto Corporation	United States	IDENTIFICATION (ID) PROOFING AND RISK ENGINE INTEGRATION SYSTEM AND METHOD	17/460,435 N/A	8/30/2021
Acceptto Corporation	United States	SYSTEM AND METHOD FOR CONTINUOUS STREAM AUTHENTICATION AND BEHAVIORAL VERIFICATION (SMART DATA HUB)	63/108,999 N/A	11/3/2020
Acceptto Corporation	United States	SYS AND METH FOR PAIR AND UNPAIR PROCESSING USING A LEVEL OF ASSURANCE (LOA) SCORE	63/133,260 N/A	1/1/2021

Licenses

None.