507018709 12/09/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7065543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
OPTOMETRICS CORPORATION	12/09/2021
OMEGA OPTICAL, LLC	12/09/2021

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A. AS AGENT
Street Address:	111 W. MONROE ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	9155474
Patent Number:	9030742
Application Number:	17021970
Application Number:	17075766

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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.

Email: iprecordations@whitecase.com

Correspondent Name: KENNADY WADE/WHITE & CASE LLP

Address Line 1: 1221 6TH AVE

Address Line 4: NEW YORK, NEW YORK 10020

NAME OF SUBMITTER:	KENNADY WADE
SIGNATURE:	/Kennady Wade/
DATE SIGNED:	12/09/2021

Total Attachments: 5

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PATENT REEL: 058426 FRAME: 0852

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 9, 2021, by the undersigned (collectively the "Grantors" and each individually, a "Grantor"), in favor of BMO HARRIS BANK N.A., as administrative agent and collateral agent for the Lenders (in such capacities, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), dated as of December 9, 2021 and entered into among Omega Optical Acquisition, Inc., a Delaware corporation ("Omega", and together with any other Person who becomes a "Borrower" thereunder after the Closing Date with Agent's consent and on terms to be agreed, each a "Borrower" and collectively, the "Borrowers"), Omega Optical Holdings, LLC, a Delaware limited liability company ("Holdings"), the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders from time to time party thereto and Agent; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of itself and the Secured Parties, this 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, each Grantor hereby agrees as follows:

- <u>DEFINED TERMS</u>. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.
- GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in: (i) all of such Grantor's now existing or hereafter acquired rights, title and interests in and to all of such Grantor's patents and patent applications, including (a) the patents and patent applications listed on Schedule I hereto as owned by such Grantor (collectively, the "Patents"); (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon; (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof; (d) the right to sue for past, present, and future infringements thereof; and (e) all of such Grantor's rights corresponding thereto throughout the world; (ii) any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any license with respect thereto, including the right to receive damages, or right to receive

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license fees, royalties, and other compensation under any license with respect thereto (all of the foregoing are collectively referred to herein as the "Patent Collateral").

Notwithstanding the foregoing, the security interest granted herein shall not include any Excluded Property (as defined in the Security Agreement).

- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. <u>REPRESENTATIONS AND WARRANTIES</u>. Each Grantor hereby represents and warrants that the patents and patent applications listed on <u>Schedule I</u> attached hereto constitute all U.S. federally registered patents and patent applications registered to such Grantor as of the date of this Agreement.
- 5. <u>COUNTERPARTS</u>. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "<u>pdf</u>" or "<u>tif</u>") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- 6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.13, 10.14 AND 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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

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

GRANTOR:

OPTOMETRICS CORPORATION

By: tua Mile Name: Euan Milne Title: Secret Title: Secretary and Treasurer

OMEGA OPTICAL, LLC

Name: Euan Milne

Title: Authorized Person

[Signature Page to Patent Security Agreement]

PATENT REEL: 058426 FRAME: 0855

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A.,

as Agent

Name: Eric Teubel

Name: Eric Teubel
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I to PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Owner	Patent Number	Title	Filing Date	Issue Date
Omega Optical, LLC ¹	9,155,474	System for multispectral imaging of fluorescence	08/14/2013	10/13/2015
Optometrics Corporation	9,030,742	Combination Optical Filter and Diffraction Grating and Associated Systems and Methods	05/09/2014	05/12/2015

PATENT APPLICATIONS

Owner	Patent Appl Number	Title	Filing Date
Omega Optical, LLC	17/021,970	Color Neutral Solar Photovoltaic Window	09/15/2020
Optometrics Corporation	17/075,766	Optical Component Comprising A Filter and Grating and Associated Systems and Methods	10/21/2020

PATENT REEL: 058426 FRAME: 0857

RECORDED: 12/09/2021

¹ The patent was assigned to Omega Optical, LLC pursuant to the asset purchase of Omega Optical, Inc. The assignment has not yet been filed with the USPTO. Instructions have been issued to effect a filing.