

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7069052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
MOTUS, LLC	12/10/2021
RECEIVING PARTY DATA	
Name:	OWL ROCK CAPITAL CORPORATION , AS COLLATERAL AGENT
Street Address:	399 PARK AVENUE
Internal Address:	38TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	16121557
Application Number:	16028354
Application Number:	16103900
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	2129061216
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	1271 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	045777-0191
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/11/2021
Total Attachments: 5	
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This **SECOND LIEN PATENT SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 10, 2021, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Owl Rock Capital Corporation, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain (i) Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Journey Merger Sub, LLC, a Delaware limited liability company ("Merger Sub" and, prior to the consummation of the Merger, the "Initial Borrower"), Motus Group, LLC, a Delaware limited liability company (the "Company" and, upon the consummation of the Merger, the "Borrower"), Journey Motus Holdings, LLC, a Delaware limited liability company ("Holdings"), each lender from time to time party thereto and Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent, and (ii) Second Lien Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent. Capitalized terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):

a. all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto;

b. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

c. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or injunctive relief; and

d. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary

contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Secured Priority Nature of Liens. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement), including liens and security interests granted to Owl Rock, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any rights or remedies by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement.

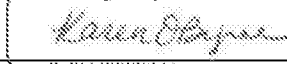
G. Governing Law; Jurisdiction. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

MOTUS, LLC

By: Motus Operations, LLC, its sole member

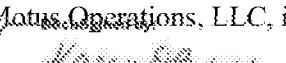
By: 

Name: Karen O'Byrne

Title: Chief Financial Officer and Treasurer

RUNZHEIMER INTERNATIONAL LLC

By: RZ Operations, LLC, its sole member

By: 

Name: Karen O'Byrne

Title: Chief Financial Officer and Treasurer

OWL ROCK CAPITAL CORPORATION, as
Collateral Agent

By: 
Name: Jon ten Oever
Title: Authorized Signatory

Schedule A

Registered Patents:

None.

Patent Applications:

Owner	Patent	Application No.	Filing Date
Motus, LLC	MILEAGE REIMBURSEMENT AS A SERVICE	16/121,557	9/4/2018
Motus, LLC	SYSTEM AND METHOD FOR MILEAGE CAPTURE AND REIMBURSEMENT INFORMATION PROVISION	16/028,354	7/5/2018
Motus, LLC	POWER CONSERVATION AND ACCURACY FOR MILEAGE CAPTURE	16/103,900	8/14/2018
RUNZHEIMER INTERNATIONAL LLC ¹	METHOD AND SYSTEM FOR DYNAMICALLY CALCULATING REIMBURSEMENT FOR VEHICLE USAGE	15/602,859	5/23/2017

¹ Certificate of Conversion from Runzheimer International Ltd. to Runzheimer International LLC needs to be recorded with the USPTO