

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7145382

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	MARKETCAST LLC	01/20/2022
RECEIVING PARTY DATA		
Name:	ANTARES CAPITAL LP, AS AGENT	
Street Address:	500 WEST MONROE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60661	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	16223548	
Application Number:	14040846	
Application Number:	11428626	
Application Number:	10258822	
Application Number:	10543136	
CORRESPONDENCE DATA		
Fax Number:		
<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:	212.940.6562	
Email:	joanne.arnold@katten.com	
Correspondent Name:	JOANNE BL ARNOLD	
Address Line 1:	KATTEN	
Address Line 2:	575 MADISON AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10022-2585	
NAME OF SUBMITTER:	JOANNE BL ARNOLD	
SIGNATURE:	/Joanne BL Arnold/	
DATE SIGNED:	01/27/2022	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of January 20, 2022, is made by MarketCast LLC, a Delaware limited liability company (“Grantor”), in favor of Antares Capital LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 15, 2016 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among KMCAS Acquisition, Inc., a Delaware corporation (in its capacity as the initial borrower prior to the consummation of the Closing Date Acquisition, the “Initial Borrower” and, upon the consummation of the Closing Date Acquisition, “Holdings”), RLJ-MarketCast Holdings, LLC, a Delaware limited liability company (to be renamed “MarketCast Holdings, LLC” effective immediately following the Closing Date Acquisition), in its capacity as the borrower by assignment and assumption upon the consummation of the Closing Date Acquisition (the “Borrower”), the other Credit Parties party thereto, the Lenders party thereto, the L/C Issuer from time to time party thereto and Antares Capital LP, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of November 15, 2016 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

MarketCast LLC,
as Grantor

By: DocuSigned by: Michael Goddard
AD8EBF107A0E9403
Name: Michael Goddard
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Michael Kriz

Name: Michael Kriz

Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Description	Owner/ Applicant	Application Number	Application Date	Patent Number	Registration Date
HIGH-EFFICIENCY FIBER-TO-WAVEGUIDE COUPLER	MarketCast LLC	16223548	12/18/18	10534136	1/14/2020
LARGE GROUP INTERACTIONS	MarketCast LLC	14040846	9/30/13	9925466	3/27/18
Large Group Interactions	MarketCast LLC	11428626	7/5/06	8549076	10/1/13
LARGE GROUP INTERACTIONS VIA MASS COMMUNICATION NETWORK	MarketCast LLC	10258822	10/25/02	7092821	8/15/06
ELECTRON DEVICE, INTEGRATED ELECTRON DEVICE USING SAME, AND OPERATING METHOD USING SAME	MarketCast LLC	10543136	7/25/05	7531823	5/12/09

2. PATENT APPLICATIONS

None.

¹ [Trademarks][Patents] to be assigned by Invokes Solutions, Inc. to Grantor with the United States Patent and Trademark Office on or about the date hereof