507115685 02/07/2022 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7162525

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST		
CONVEYING PARTY D	ΑΤΑ			
		Name	Execution Date	
RN ENTERPRISES, LLC			02/07/2022	
RECEIVING PARTY DA	TA			
Name:	BMO H	BMO HARRIS BANK N.A., AS AGENT		
Street Address:	111 WE	111 WEST MONROE		
City:	CHICAG	CHICAGO		
State/Country:	ILLINOIS			
Postal Code:	60603			
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PROPERTY NUMBERS		Number		
Property Type				
Application Number:		7389904		
	ΔΤΔ			
Fax Number:		312)902-1061		
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using a fax number, if	provided	; if that is unsuccessful, it will b		
<i>using a fax number, if</i> Phone:	provided ;	; if that is unsuccessful, it will b 312-577-8438		
<i>using a fax number, if</i> Phone: Email:	provided ; ו	r if that is unsuccessful, it will b 312-577-8438 aquel.haleem@katten.com	e sent via US Mail.	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 7, 2022, is made by the entity listed on the signature page hereof (the "<u>Grantor</u>"), in favor of BMO Harris Bank, N.A. ("<u>BMO</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 23, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and BMO Harris Bank, N.A., as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 23, 2019 in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Guaranty and Security</u> <u>Agreement</u>"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the 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 the 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, the Grantor hereby agrees with the Agent as follows:

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

<u>Section 2.</u> <u>Grant of Security Interest in Patent Collateral</u>. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "<u>Patent Collateral</u>"):

PATENT REEL: 058910 FRAME: 0897 (a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those issued Patents and Patent applications referred to on <u>Schedule 1</u> hereto;

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

(b) 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.

Notwithstanding the foregoing Patent Collateral shall not include any Excluded Property.

<u>Section 3.</u> <u>Guaranty and Security Agreement</u>. 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 the 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. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

<u>Section 4.</u> <u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

<u>Section 5.</u> <u>Counterparts</u>. 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.

<u>Section 6.</u> <u>Governing Law</u>. 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.

<u>Section 7.</u> <u>Release and Termination</u>. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Patent Collateral, all

or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantor. At the request of any Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination at the sole cost and expense of Grantor.

[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,

RN ENTERPRISES, LLC,

as Grantor

By: Name: ason Fulton Title: Vice President and Treasurer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT REEL: 058910 FRAME: 0900

ACCEPTED AND AGREED as of the date first above written:

BMO HARRIS BANK, N.A.,

as Agent

By:

Name: Todd Meggos Title: Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT REEL: 058910 FRAME: 0901

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

None.

2. PATENT APPLICATIONS

Title: "COMPUTER-IMPLEMENTED INFRASTRUCTURE, METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR GENERATING AND MANAGING PRODUCT LABELS FOR A PRODUCT ACROSS A PLURALITY OF JURISDICTIONS"

U.S. Application No. 17/389,904, filed July 30, 2021