

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7190771

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SF MOBILE-VISION, INC. | 02/23/2022 |
| RECEIVING PARTY DATA | |
| Name: | GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT |
| Street Address: | 200 WEST STREET |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10282 |
| PROPERTY NUMBERS Total: 6 | |
| Property Type | Number |
| Application Number: | 10691484 |
| Application Number: | 11544837 |
| Application Number: | 09911086 |
| Application Number: | 11581228 |
| Application Number: | 13645895 |
| Application Number: | 15447332 |
| 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: | 049646-0440 |
| NAME OF SUBMITTER: | ANGELA M. AMARU |
| SIGNATURE: | /s/ Angela M. Amaru |
| DATE SIGNED: | 02/23/2022 |
| Total Attachments: 14 | |

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Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of February 23, 2022 (this "Agreement"), made by ELKHART BRASS MANUFACTURING COMPANY, LLC, an Indiana limited liability company ("Elkhart Brass"), FIRE RESEARCH CORP., a New York corporation ("Fire Research") and ROM ACQUISITION CORPORATION, a Delaware corporation ("ROM"), SAFE FLEET ACQUISITION CORP., a Delaware corporation ("SFAC"), SF MOBILE-VISION, INC., a New Jersey corporation ("SFMV"), RANDALL MANUFACTURING LLC, a Delaware limited liability company ("Randall"), SPECIALTY MANUFACTURING COMPANY, INC., a Delaware corporation ("Specialty"), SEON DESIGN (USA) CORP., a Washington corporation ("SEON"), ROLL-RITE LLC, a Delaware limited liability company ("Roll-Rite") and AMERICAN MIDWEST MANUFACTURING, INC., a Missouri corporation ("AMM" and, together with Elkhart Brass, Fire Research, ROM, SFAC, SFMV, Randall, Specialty, SEON and Roll-Rite, each a "Pledgor" and collectively the "Pledgors"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien), dated as of February 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Swordfish Merger Sub, LLC, a Delaware limited liability company (prior to the Merger, the "Borrower"), which upon effectiveness of the Merger will be merged with and into Safe Fleet Holdings LLC, a Delaware limited liability company ("Target", and after the Merger, the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Swordfish Parent, Inc., a Delaware corporation, and Goldman Sachs Bank USA, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Patent Collateral"):

- (a) any and all patents and patent applications, including those listed on Schedule I;
- (b) all inventions claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements or other violations thereof; (e) all rights to sue for past, present, and future infringements and other violations thereof; and (f) all rights corresponding to any of the foregoing;

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Termination. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of each Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by a Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

[Signature Pages Follow]

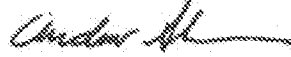
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SAFE FLEET ACQUISITION CORP.
ROM ACQUISITION CORPORATION
RANDALL MANUFACTURING LLC
SPECIALTY MANUFACTURING, INC.
ROLL-RITE LLC



By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

ELKHART BRASS MANUFACTURING COMPANY,
LLC



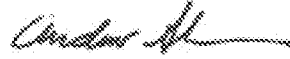
By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

FIRE RESEARCH CORP.



By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

SEON DESIGN (USA) CORP.



By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

AMERICAN MIDWEST MANUFACTURING, INC.




By: _____

Name: Andrew Schmolka

Title: Chief Legal Officer, Senior Vice President and
Secretary

SF MOBILE-VISION, INC.



By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

ACCEPTED AND AGREED:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: _____
Title: _____

Stephen Torres
Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Patents]

Schedule I
to Notice of Grant of Security Interest in Patents

Patents

| Holder | Title | Application No. | Application Date | Patent No. | Date Issued |
|--|---|-----------------|------------------|------------|-------------|
| Elkhart Brass Manufacturing Company, LLC | FIRE-FIGHTING MONITOR WITH REMOTE CONTROL | 15/147,643 | 5/5/2016 | RE48069 | 5/6/2014 |
| Elkhart Brass Manufacturing Company, LLC | FIREFIGHTING MONITOR | 15/383,669 | 12/19/2016 | 10,857,402 | 12/8/2020 |
| Elkhart Brass Manufacturing Company, LLC | FLUID DELIVERY DEVICE | 16/100,770 | 8/10/2018 | 10,982,803 | 4/20/2021 |
| Elkhart Brass Manufacturing Company, LLC | VALVE ACTUATOR | 15/967,081 | 4/30/2018 | 10,753,500 | 8/25/2020 |
| Elkhart Brass Manufacturing Company, LLC | MONITOR COVER AND LIGHTING APPARATUS AND METHOD | 16/842,266 | 4/7/2020 | --- | --- |
| Elkhart Brass Manufacturing Company, LLC | FIRE FIGHTING SYSTEMS AND METHODS | 16/576,028 | 9/19/2019 | --- | --- |
| Elkhart Brass Manufacturing Company, LLC | BEARING ARRANGEMENT FOR FIREFIGHTING MONITOR | 16/596,895 | 10/9/2019 | --- | --- |
| Elkhart Brass Manufacturing Company, LLC | MONITOR COVER AND LIGHTING APPARATUS | 29/730,741 | 4/8/2020 | --- | --- |
| Fire Research Corp. | ASSET TRACKING SYSTEM | 17/034,464 | 9/28/2020 | --- | --- |
| Rom Acquisition Corporation | CONVERTIBLE EMERGENCY LIGHTING APPARATUS HAVING INTERCHANGEABLE SCENE ILLUMINATION AND TRAFFIC CONTROL CONFIGURATIONS | 13/923,775 | 6/21/2013 | 9,090,202 | 7/28/2015 |

| Holder | Title | Application No. | Application Date | Patent No. | Date Issued |
|--|---|-----------------|------------------|------------|-------------|
| Elkhart Brass Manufacturing Company, LLC | METHODS AND APPARATUS FOR CONVERTING MANUAL TO OSCILLATING FLUID MONITORS | 15/995,063 | 5/31/2018 | 10,780,304 | 9/22/2020 |
| SF Mobile-Vision, Inc. | AUTOMATIC ACTIVATION OF AN IN-CAR VIDEO RECORDER USING A VEHICLE SPEED SENSOR SIGNAL | 10/691,484 | 10/22/2003 | 7,023,333 | 4/4/2006 |
| SF Mobile-Vision, Inc. | WIRELESS MICROPHONE FOR USE WITH AN IN-CAR VIDEO SYSTEM | 11/544,837 | 10/6/2006 | 8,446,469 | 5/21/2013 |
| SF Mobile-Vision, Inc. | WIRELESS MICROPHONE FOR USE WITH AN IN-CAR VIDEO SYSTEM | 09/911,086 | 7/23/2001 | 7,119,832 | 10/10/2006 |
| SF Mobile-Vision, Inc. | DYNAMICALLY LOAD BALANCING DATA TRANSMISSION USING ONE OR MORE ACCESS POINTS | 11/581,228 | 10/13/2006 | 8,363,102 | 1/29/2013 |
| SF Mobile-Vision, Inc. ¹ | MULTIPLE RESOLUTION CAMERA SYSTEM FOR AUTOMATED LICENSE PLATE RECOGNITION AND EVENT RECORDING | 13/645,895 | 10/5/2012 | 9,147,116 | 9/29/2015 |
| SF Mobile-Vision, Inc. ² | METHOD AND APPARATUS FOR TRIGGERING MULTIPLE DATA RECORDING DEVICES | 15/447,332 | 3/2/2017 | 10,218,943 | 2/26/2019 |
| Randall Manufacturing LLC | LOADING APPARATUS WITH PIVOTING HANDLE | 15/421,858 | 2/1/2017 | 10,533,374 | 1/14/2020 |

¹ Ownership to be updated with the USPTO from L-3 Communications MobileVision, Inc.

² Ownership to be updated with the USPTO from L-3 Technologies, Inc.

| Holder | Title | Application No. | Application Date | Patent No. | Date Issued |
|---------------------------------------|---|-----------------|------------------|------------|-------------|
| ROM Acquisition Corporation | PLATFORM ENCLOSURE | 29/683,306 | 3/12/2019 | D935,128 | 11/2/2021 |
| Safe Fleet Acquisition Corp. | CANTILEVER SHELVING | 29/682,121 | 3/1/2019 | D916,517 | 4/20/2021 |
| Specialty Manufacturing Company, Inc. | VEHICLE STOP INDICATOR SYSTEM WITH ENHANCED ILLUMINATION FEATURES | 63/228,408 | 8/2/2021 | --- | --- |
| Seon Design (USA) Corp. | EFFICIENT DATA TRANSMISSION | 14/257,237 | 4/21/2014 | 9,800,842 | 10/24/2017 |
| Seon Design (USA) Corp. | VIDEO TRANSMISSION SYSTEM | 14/325,971 | 7/8/2014 | 9,693,111 | 6/27/2017 |
| Seon Design (USA) Corp. | SYSTEMS AND METHODS FOR CATALOGUING AUDIO-VISUAL DATA | 14/824,872 | 8/12/2015 | 9,679,609 | 6/13/2017 |
| Seon Design (USA) Corp. | METHOD AND SYSTEM TO INHIBIT SHUTDOWN OF MOBILE RECORDER WHILE DOWNLOAD IS ACTIVE | 16/625,352 | 12/20/2019 | 10,979,662 | 4/13/2021 |
| Seon Design (USA) Corp. | UPLOADING DATA FROM MOBILE DEVICES | 15/115,860 | 8/1/2016 | 11,201,908 | 12/14/2021 |
| Specialty Manufacturing Company, Inc. | VEHICLE HYBRID SAFETY HATCH | 62/970,771 | 2/6/2020 | --- | --- |
| Specialty Manufacturing Company, Inc. | VEHICLE HYBRID SAFETY HATCH | 17/167,257 | 2/5/2021 | --- | --- |
| ROM Acquisition Corporation | TILTABLE LADDER RACK | 16/101,053 | 08/10/2018 | 10654420 | 05/19/2020 |
| ROM Acquisition Corporation | TILTABLE LADDER RACK | 15/919,749 | 03/13/2018 | 10486608 | 11/26/2019 |

| Holder | Title | Application No. | Application Date | Patent No. | Date Issued |
|-----------------------------|---|-----------------|------------------|------------|-------------|
| ROM Acquisition Corporation | COMBINATION GAS SPRING AND DAMPER | 15/985,916 | 05/22/2018 | 10578182 | 03/3/2020 |
| ROM Acquisition Corporation | DYNAMIC 360 DEGREE VIEW ACCIDENT AVOIDANCE SYSTEM | 15/984,707 | 05/21/2018 | 10836312 | 11/17/2020 |
| ROM Acquisition Corporation | LADDER LOCK FOR REAR DEPLOY LADDER RACK | 16/155,457 | 10/09/2018 | 10688937 | 06/23/2020 |
| ROM Acquisition Corporation | FOOT ACTUATED LADDER LATCHING DEVICE FOR A TILTING TYPE LADDER RACK | 16/054,069 | 08/03/2018 | 10501022 | 12/10/2019 |
| ROM Acquisition Corporation | FOLDABLE SHELVING CONSTRUCTION | 16/437,014 | 06/11/2019 | 10470565 | 11/12/2019 |
| ROM Acquisition Corporation | SYSTEM AND METHOD OF AUTOMATIC PUMP OPERATION | 13/281,140 | 10/25/2011 | 10,458,400 | 10/29/2019 |
| ROM Acquisition Corporation | HYDRAULIC DAMPER | 16/720,437 | 12/19/2019 | --- | --- |
| ROM Acquisition Corporation | PACKAGE LOADING AND DISTRIBUTION SYSTEM | 16/868,159 | 05/06/2020 | --- | --- |
| Roll-Rite LLC | SIDE TO SIDE ROLLER TARP SYSTEM | 16/089,451 | 9/28/2018 | 10,696,145 | 6/30/2020 |
| Roll-Rite LLC | HINGED FLEXIBLE CABLE COUPLER AND ROLL TARP SYSTEM | 16/480,326 | 7/24/2019 | 11,104,214 | 8/31/2021 |
| Roll-Rite LLC | US - INTEGRATED TOP RAIL TENSION ROLLER SYSTEM | 15/733,448 | 7/31/2020 | --- | --- |
| Roll-Rite LLC | US - DUAL MODE, EASY TO SERVICE TARP | 15/733,452 | 7/31/2020 | --- | --- |

| Holder | Title | Application No. | Application Date | Patent No. | Date Issued |
|--------------------------------------|-----------------------------|------------------------|-------------------------|-------------------|--------------------|
| American Midwest Manufacturing, Inc. | CARGO BARRIER FOR A VEHICLE | 14/162,576 | 1/23/2014 | 9,079,525 | 7/14/2015 |