

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7200104

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KTECH SERVICES LIMITED	02/25/2022
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	2029 CENTURY PARK WEST, 38TH FLR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	10319040
Patent Number:	9336360
Patent Number:	D773490
Patent Number:	D773491
Patent Number:	D773492
CORRESPONDENCE DATA	
Fax Number:	(949)823-6994
<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:	949-760-9600
Email:	IPNB@omm.com
Correspondent Name:	O'MELVENY & MYERS LLP / L.A. TORRES-CERVANTES
Address Line 1:	7 TIMES SQUARE
Address Line 2:	TIMES SQUARE TOWER
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	415,218-046
NAME OF SUBMITTER:	LUIS A. TORRES-CERVANTES
SIGNATURE:	/Luis A. Torres-Cervantes/
DATE SIGNED:	03/01/2022
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “*Patent Security Agreement*”) dated as of February 25, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its permitted successors and assigns, the “*Administrative Agent*”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, Kobalt London Limited, a private limited company formed under the laws of England and Wales having registration number 10945372 (the “*Borrower*”), Kobalt Music Group Limited, a private limited company formed under the laws of England and Wales having registration number 4018752 (“*KMG*”), the other Loan Parties from time to time party thereto, Wilmington Trust (London) Limited, as English Security Agent, the Administrative Agent, and each lender from time to time party thereto have entered into a Credit Agreement dated as of February 25, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to the Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of February 25, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”).

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Patent Collateral*”):

(a) all of such Grantor’s Patents, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative 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 the Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain ownership of rights to any new patentable inventions or become entitled to the benefit of any U.S. patent application or U.S. issued patent for (including any reissue, division, or continuation, of any patent), the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall promptly give notice in writing to the Administrative Agent with respect to any new patent application filed with the U.S. Patent and Trademark Office, *provided* that such Grantor shall not be required to disclose the exact name of the patent until such patent application becomes public record with the U.S. Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any new patent applications of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Patent Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

KTECH SERVICES LIMITED



By: _____

Name: Thomas Sansone

Title: Director

ACKNOWLEDGED AND AGREED:

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 

Name:

Peter Christensen

Title:

Executive Director

PATENT SECURITY AGREEMENT

PATENT
REEL: 059131 FRAME: 0802

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations

Grantor	Country of Registration	Patent	Registration No.	Registration Date
KTECH SERVICES LIMITED	USA	Control of the generation and display of royalty administration and rights management data based on the user's rights of access	10319040	2019-06-11
KTECH SERVICES LIMITED	USA	Analysis and display of a precis of global licensing activities	9336360	2016-05-10
KTECH SERVICES LIMITED	USA	Display screen with a graphical user interface	D773490	2016-12-06
KTECH SERVICES LIMITED	USA	Display screen with a graphical user interface	D773491	2016-12-06
KTECH SERVICES LIMITED	USA	Display screen with a graphical user interface	D773492	2016-12-06

Patent Applications

None.