

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7201353

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KEYME, LLC	03/01/2022
RECEIVING PARTY DATA	
Name:	MOUNT STREET US (GEORGIA) LLP, AS AGENT
Street Address:	2839 PACES FERRY ROAD
Internal Address:	SUITE 200
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8626331
Patent Number:	8682468
Patent Number:	9563885
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>	
Email:	jonathan.bradford@ropesgray.com
Correspondent Name:	ROPES & GRAY LLP
Address Line 1:	PRUDENTIAL TOWER
Address Line 2:	800 BOYLSTON STREET
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	107476-0043
NAME OF SUBMITTER:	JONATHAN BRADFORD
SIGNATURE:	/JONATHAN BRADFORD/
DATE SIGNED:	03/01/2022
Total Attachments: 7	
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PATENT

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Patent Security Agreement**") is made this 1st day of March, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "**Grantors**"), and Mount Street US (Georgia) LLP, in its capacity as Agent for the Secured Parties (in such capacity, "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable), by and among Holdings, Borrower, the other Loan Parties, the lenders from time to time party thereto (collectively, the "**Lenders**", and together with Agent, the "**Secured Parties**") and Agent, and the related Loan Documents, Borrower wishes to obtain financing from the Lenders;

WHEREAS, the Secured Parties have agreed to extend a senior secured term loan facility to Borrower, on the terms and subject to the conditions specified in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement dated as of March 1, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Holdings, Borrower, the other parties that become a party thereto from time to time as Grantors and Agent;

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

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Patent Security Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. Grant of Security Interest in Patent Collateral. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and a Lien (subject only to Permitted Liens) on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**"):

(a) all of the issued Patents and applications therefor owned by such Grantor including those referred to on Schedule I hereto;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutes, extensions, modifications or renewals of and improvements on 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, misappropriation or dilution of any such Patent owned by such Grantor or right to receive license fees, royalties, and other compensation under any Intellectual Property license with respect to such Patents.

3. Security for Obligations. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by such Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding 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 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 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, and to the extent a conflict exists, the terms of the Security Agreement control.

5. Authorization to Supplement. The Grantors shall give notice in writing to Agent with respect to any additional Patent issued after the date hereof in accordance with the Security Agreement. The Grantors hereby authorize Agent (without further obligation) unilaterally to modify this Agreement in accordance with the Security Agreement by amending Schedule I to include any such new issued Patent owned by 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 Agent's valid and continuing security interest in all Collateral (including, without limitation, all registered Patent Collateral) whether or not listed on Schedule I.

6. Termination. Upon the termination of the Security Agreement, subject to Section 7.17 of the Security Agreement, Agent shall promptly, upon request from such Grantor and at such Grantor's sole expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Copyright Collateral under this Copyright Security Agreement.

7. Counterparts. This Patent Security Agreement (or any amendments, waivers, consents, or supplements hereto) 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 instrument. 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 by e-mail transmission shall be deemed an original signature hereto.

8. Construction. Unless otherwise specified, references in this Patent Security Agreement to a Section, subsection, clause or Schedule refer to such Section, subsection, clause or Schedule as contained in this Patent Security Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a

whole, including all Schedules, as the same may from time to time be amended, restated, modified or supplemented, and not to any particular Section, subsection or clause contained in this Patent Security Agreement or any such Schedule. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context requires otherwise, (1) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth in any Loan Document), (2) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (3) any reference to any Person includes their respective successors and assigns (to the extent and only to the extent permitted by the Loan Documents) or, in the case of governmental Persons, Persons succeeding to the relevant functions of such Persons. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. Successors in Interest. This Patent Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of Agent and the other Secured Parties, to the benefit of Agent and the other Secured Parties and their respective successors and assigns.

10. Governing Law; Waiver of Jury Trial. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS PATENT SECURITY AGREEMENT AND THE OBLIGATIONS SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. The terms of Section 11 of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

11. MISCELLANEOUS. The terms and provisions of Article 10 (Notices), Sections 8.6 (Remedies Cumulative), 12.2 (Indemnification), 12.4 (Severability), 12.5 (Amendments and Waivers). 12.8 (Survival) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Patent Security Agreement mutatis mutandis as if fully set forth herein. The Agent shall have the same rights, protections, indemnities and immunities with respect to this Patent Security Agreement as it is afforded under the Credit Agreement as if set forth herein, in addition to those set for herein.

12. Loan Document. This Patent Security Agreement is a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

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IN WITNESS WHEREOF, each 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.

KEYME, LLC

By: Greg A. Marsh
Name: Gregory A. Marsh
Title: President and Secretary

[Signature Page to Patent Security Agreement]

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ACCEPTED AND ACKNOWLEDGED BY:

MOUNT STREET US (GEORGIA) LLP, AS
AGENT

By: 
Name: Greg Chastain
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

**SCHEDULE I
to
PATENT SECURITY AGREEMENT**

Patents

Loan Party	Country	Patent	Application No. / Patent No.	Filing Date / Grant Date
KeyMe, LLC	United States	Systems and methods for Managing Key Information	13/734064 / 8,626,331	1/4/2013 / 1/7/2014
KeyMe, LLC	United States	Systems and Methods for Duplicating Keys	13/734032 / 8,682,468	1/4/2013 / 3/25/2014
KeyMe, LLC	United States	Systems and Methods for Duplicating Transponder Keys and Managing Key Information Thereof	14/792319 / 9,563,885	7/6/2015 / 2/7/2017