

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7265127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RADWELL INTERNATIONAL, LLC	04/01/2022
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL MARKETS LLC
Street Address:	200 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10166
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17411954
PCT Number:	US2147546
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:	2128487348
Email:	eve.hewins@shearman.com
Correspondent Name:	SOPHIA ZANDER
Address Line 1:	599 LEXINGTON AVE
Address Line 4:	NEW YORK, NEW YORK 10022
NAME OF SUBMITTER:	SOPHIA ZANDER
SIGNATURE:	/Sophia Zander/
DATE SIGNED:	04/06/2022
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is dated as of April 1, 2022, by Radwell International, LLC (the “**Grantor**”) in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, excluding any Excluded Assets, the “**Patent Collateral**”):

- (a) all letters patent of the United States, including those listed on Schedule I, and all applications for letters patent of the United States, including those listed on Schedule I;
- (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;
- (c) all claims for, and rights to sue for, past, present and future infringements or other violations of any of the foregoing; and
- (d) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringements thereof.

Notwithstanding anything to the contrary in this Patent Security Agreement or any other Loan Document, the above assets will not include, this Patent Security Agreement will not constitute a grant of security interest in and the security interest granted hereunder will not attach to, in each case, any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. In the event that any provision of this Patent Security Agreement deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control to the extent of the conflict.

SECTION 4. Recordation. This Patent Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents record this Patent Security Agreement with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart to this Patent Security Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original. The words "execution," "signed," "signature," and words of like import in this Patent Security Agreement shall be deemed to include electronic signatures, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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.

RADWELL INTERNATIONAL, LLC,
as the Grantor

By: _____
Name: Brian J. Radwell
Title: Chief Executive Officer

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,

as Collateral Agent

By: _____

A handwritten signature in black ink, appearing to read 'MCR', is written over a horizontal line.

Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Patent	Application Number	Filing Date
PRODUCT PHOTO BOOTH	17/411954	8/25/2021
PRODUCT PHOTO BOOTH	PCT/US21/47546	8/25/2021