

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7354188

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DEEPWATCH, INC.	05/25/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VCP CAPITAL MARKETS, LLC	
<b>Street Address:</b>	FOUR EMBARCADERO CENTER, 20TH FLOOR	
<b>Internal Address:</b>	ATTN: DAVID FLANNERY	
<b>City:</b>	SAN FRANCISCO	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94111	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	11170334
	<b>Application Number:</b>	17521311
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	TM@shearman.com	
<b>Correspondent Name:</b>	AHMED ELDESSOUKI	
<b>Address Line 1:</b>	599 LEXINGTON AVE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022	
<b>ATTORNEY DOCKET NUMBER:</b>	43302/3	
<b>NAME OF SUBMITTER:</b>	AHMED ELDESSOUKI	
<b>SIGNATURE:</b>	/Ahmed EIDessouki/	
<b>DATE SIGNED:</b>	05/27/2022	
<b>Total Attachments: 5</b>		
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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is dated as of May 25, 2022, by **DEEPWATCH, INC.**, a Delaware corporation (“*Grantor*”), in favor of **VCP CAPITAL MARKETS, LLC**, in its capacity as administrative agent, collateral agent, and trustee (in such capacity, the “*Administrative Agent*”).

### W I T N E S S E T H:

WHEREAS, the Grantor are party to that certain Guarantee and Collateral Agreement dated as of May 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative 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 Administrative 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, Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Patent Collateral*”):

- (a) all patents of the United States or other country or jurisdiction, including examined or unexamined patents, industrial designs, and utility models, including those listed on Schedule I, and all applications for patents in the United States or any other country or jurisdiction, 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 or future infringements of any of the foregoing; and

- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

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 Administrative Agent pursuant to the Security Agreement and the 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. In the event that any provision of this Patent Security Agreement is 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.

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 of a signature page of this Patent Security Agreement by email or other electronic (including in “.pdf” or “.tif” format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

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 AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

*[Signature page follows]*

IN WITNESS WHEREOF, 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.


**DEEPWATCH, INC.,** as Grantor

By: Clayton A. Thomas, Jr.

Name: Clayton A. Thomas, Jr.

Title: Chief Executive Officer

Accepted and Agreed:  
**VCP CAPITAL MARKETS, LLC,**  
as Administrative Agent



By: \_\_\_\_\_

Name: David J. Flannery  
Title: Authorized Signatory

[Signature page to Patent Security Agreement]

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS**

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
deepwatch, Inc.	US	11,170,334	November 9, 2021	Orzechowski; Patrick (Parker, CO), Van Wassenova; Steven (Lakewood, CO), Bodzin; Corey (Peoria, AZ), Genung; Greg (The Hills, TX), Horton; Erik (Aurora, CO)	Systems and Methods for Operations Maturity Assessment

**PATENT APPLICATIONS**

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Inventor</u>	<u>Title</u>
deepwatch, Inc.	US	17/521311	November 8, 2021	Orzechowski; Patrick (Parker, CO), Van Wassenova; Steven (Lakewood, CO), Bodzin; Corey (Peoria, AZ), Genung; Greg (The Hills, TX), Horton; Erik (Aurora, CO)	Systems and Methods for Operations Maturity Assessment