

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ONCLAVE NETWORKS, INC.	05/19/2022
RECEIVING PARTY DATA	
Name:	PENDRELL CORPORATION
Street Address:	2300 CARILLON POINT
City:	KIRKLAND
State/Country:	WASHINGTON
Postal Code:	98033
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	17111827
Application Number:	17587160
Patent Number:	11271730
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:	646-286-9286
Email:	prlgl311@rocketmail.com
Correspondent Name:	MICHAEL SHANAHAN
Address Line 1:	8 KOPAC LANE
Address Line 4:	PALISADES, NEW YORK 10964
ATTORNEY DOCKET NUMBER:	ONCLAVE
NAME OF SUBMITTER:	MICHAEL SHANAHAN
SIGNATURE:	/Michael Shanahan/
DATE SIGNED:	07/08/2022
Total Attachments: 4	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement") is made this 19th day of May, 2022], by and among **ONCLAVE NETWORKS, INC.**, a Delaware corporation (the "Grantor") and **PENDRELL CORPORATION**, a Washington corporation ("Pendrell"), as collateral agent and trustee for the Lenders as defined below (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent") acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Promissory Note referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Promissory Note or the Security Agreement, as applicable.

RECITALS

WHEREAS, **ONCLAVE NETWORKS INC.**, a Delaware corporation, as borrower (the "Borrower"), and certain subsidiaries of the Borrower party thereto (the Borrower together with the other Subsidiaries thereafter designated as Guarantors, each a "Loan Party" and, collectively the "Loan Parties"), the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and Pendrell in its capacity as the Collateral Agent, are party to a Promissory Note, dated as of the date hereof (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced, or refinanced from time to time, the "Promissory Note");

WHEREAS, in connection with the Promissory Note, certain of the Loan Parties are party to a Security Agreement, dated as of the date hereof (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced or refinanced from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantors hereby pledge, collaterally assign and transfer to the Collateral Agent, and hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether 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, wherever located (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Patents and Patent Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Patents and the Patent Licenses referred to on Schedule I, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Patent Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing, now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the Patent Collateral shall not include any Excluded Assets.

2. SECURITY FOR OBLIGATIONS. This 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 Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantors shall obtain rights to any new patentable inventions or become entitled to the benefit of any Patent application or Patent including any reissue, division, or continuation or any Patent License, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such Patent rights or Patent Licenses of the Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND**

CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WASHINGTON, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS OF WASHINGTON LAW.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ONCLAVE NETWORKS, INC.

By: Donald Stroberg
Name: Donald Stroberg
Title: CEO

COLLATERAL AGENT:

**PENDRELL CORPORATION, as
Collateral Agent**

By: Steve Ednie
Name: Steve Ednie
Title: CEO - Pendrell

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Issued Patents

<u>Name of Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
Onclave Networks	United States	11,271,730	3/08/22	Dynamic Cypher Key Management

Pending Patent Applications

<u>Owner</u>	<u>Description</u>	<u>Jurisdiction</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
Onclave Networks	Patent Application	United States	17/111,827	12/4/20
Onclave Networks	Patent Application	United States	17/587,160	1/28/22