

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLASS TECHNOLOGIES INC.	06/29/2022
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11056014
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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>	
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Email:	ksolomon@stblaw.com
Correspondent Name:	JONATHAN S. PALL, ESQ.
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Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	001312/0045
NAME OF SUBMITTER:	JONATHAN S. PALL
SIGNATURE:	/JP/
DATE SIGNED:	06/29/2022
Total Attachments: 6	
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FIRST LIEN PATENT SECURITY AGREEMENT

This **FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of June 29, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), among each OBLIGOR listed on the signature pages hereto (all of the foregoing, each a “**Grantor**” and collectively, the “**Grantors**”), and BARCLAYS BANK PLC, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (herein in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) CLASS TECHNOLOGIES INC., a Delaware corporation (the “**Borrower**”), the other OBLIGORS party thereto, the LENDERS from time to time party thereto, and BARCLAYS BANK PLC, as administrative agent (in such capacity, the “**Administrative Agent**”) and the Collateral Agent, have entered into a First Lien Credit and Guaranty Agreement, dated as of June 29, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (B) The Grantors are party to a Pledge and Security Agreement, dated as of June 29, 2022, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), pursuant to which certain Grantors are required to execute and deliver this Agreement.
- (C) Under and subject to the terms of the Pledge and Security Agreement, the Grantors have pledged and granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in and Lien on certain Collateral (as set forth in and defined in the Pledge and Security Agreement), including without limitation certain Intellectual Property (as set forth in and defined in the Pledge and Security Agreement) of the Grantors, and have agreed to execute this Agreement for recording with the United States Patent and Trademark Office.
- (D) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement or provided by reference in the Credit Agreement.

SECTION 2 Grant of Security Interest in Patent Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise,

including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Patent Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“Patent” means all United States and foreign patents, certificates of invention and industrial designs, and pending applications for any of the foregoing throughout the world, including, without limitation: (i) each patent and patent application referred to in Schedule 9A of the Pledge and Security Agreement, and (ii) all divisionals, continuations, continuations-in-part, reissues, renewals, reexaminations or extensions of the foregoing, (iii) the right to sue or otherwise recover for past, present and future infringements, misappropriations or other violations of any of the foregoing and (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

“Patent Collateral” means each Grantor’s right, title and interest in, to and under:

- (a) all Patents owned by such Grantor, including those referred to on Schedule I hereto; and
- (b) to the extent not already included in the foregoing, all Proceeds of the foregoing and all accessions to, substitutions and replacements for and rents, profits and products of or in respect of any of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to any Grantor from time to time with respect to the foregoing.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest in any Patent if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 4 Pledge and Security Agreement

This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Agreement is granted concurrently in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof, and each 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 is more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

SECTION 5 Termination, Release

This Agreement, the Security Interest and all other security interests granted hereby shall terminate in accordance with Section 9.13 of the Pledge and Security Agreement.

SECTION 6 Governing Law and Consent to Jurisdiction

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. THE TERMS AND PROVISIONS OF SECTION 9.12 OF THE PLEDGE AND SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN WITH RESPECT HERETO AS IF FULLY SET FORTH HEREIN.

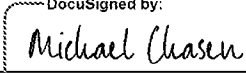
SECTION 7 Counterparts

This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission (e.g., pdf via email) shall be effective as delivery of a manually executed counterpart hereof. The Collateral Agent may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof; *provided* that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

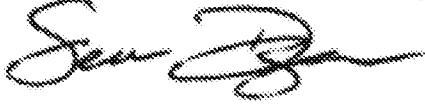
[Signature Page Follows]

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

CLASS TECHNOLOGIES INC.

By 
Name: Michael Chasen
Title: Chief Executive Officer

ACCEPTED AND AGREED:
BARCLAYS BANK PLC, as Collateral Agent



By

Name: Sean Duggan
Title: Director

**SCHEDULE I
PATENTS**

(A) PATENTS

<u>Patent No.</u>	<u>Country</u>	<u>Name of Invention</u>
11,056,014	U.S.	VIRTUAL CLASSROOM OVER A GROUP MEETING PLATFORM

(B) PATENT APPLICATIONS

<u>Patent No.</u>	<u>Country</u>	<u>Name of Invention</u>
TBA	U.S.	TARGETED TEACHING VIA AN EDUCATION COMPUTING PLATFORM FOR DETERMINING STUDENT INTERACTIONS IN A CLASSROOM
TBA	U.S.	VIRTUAL CLASSROOM OVER A GROUP MEETING PLATFORM
TBA	U.S.	REMOTE CLASS FEATURES
N/A	U.S.	VIRTUAL CLASSROOM OVER A GROUP MEETING PLATFORM