

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7457827

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CREATIVE BREAKTHROUGHS, INC.	07/27/2022
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS ADMINISTRATIVE AGENT	
Street Address:	10 S. DEARBORN, FLOOR L2, IL1-1145	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	11281444
CORRESPONDENCE DATA		
Fax Number:	(312)863-7806	
<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:	3128637198	
Email:	nancy.brougher@goldbergkohn.com	
Correspondent Name:	NANCY J. BROUGHER, PARALEGAL	
Address Line 1:	C/O GOLDBERG KOHN LTD.	
Address Line 2:	55 EAST MONROE, SUITE 3300	
Address Line 4:	CHICAGO, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	1075.336	
NAME OF SUBMITTER:	NANCY BROUGHER	
SIGNATURE:	/njb/	
DATE SIGNED:	07/28/2022	
Total Attachments: 5		
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source=Converge Patent_Security_Agreement#page2.tif		
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source=Converge Patent_Security_Agreement#page4.tif		

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "Patent Security Agreement"), dated as of July 27, 2022, is by CREATIVE BREAKTHROUGHS, INC. ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., TORONTO BRANCH as the administrative agent (the "Administrative Agent").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among Converge Technology Solutions Corp., Converge Technology Solutions US, LLC and Converge Technology Hybrid IT Solutions Europe Limited (the "Borrowers"), Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, the Administrative Agent and the other Credit Parties party thereto from time to time (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Administrative Agent that certain U.S. Security Agreement of even date herewith (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees 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 Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to the Administrative Agent a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Patent Collateral"): (a) any and all patents and patent applications, including those registered Patents referred to on Schedule I hereto; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. 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

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Administrative Agent with respect to any new registered patents. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new registered patents of Grantor. 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 the continuing security interest of the Administrative Agent in all Patent Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement 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 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.

6. CHOICE OF LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

[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.

CREATIVE BREAKTHROUGHS, INC.

By: Cory Reid
Name: Cory Reid
Title: Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH**, as Administrative Agent

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH, as Administrative Agent

By: 

Name: Bassam Hammoud

Title: Authorized Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

PATENTS	APPL. NUMBER	FILE DATE	PATENT NUMBER	ISSUE DATE
Application update monitoring computer systems	16/453644	06/26/19	11,281,444	03/22/22