

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7447011

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WATCHFIRE SIGNS, LLC	07/22/2022
AERVA, INC.	07/22/2022
RECEIVING PARTY DATA	
Name:	FORTRESS CREDIT CORP. ("FORTRESS"), AS ADMINISTRATIVE AGENT
Street Address:	1345 AVENUE OF THE AMERICAS
Internal Address:	C/O FORTRESS INVESTMENT GROUP
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10105
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	11248637
Patent Number:	11199309
Patent Number:	10690158
Patent Number:	9955600
Patent Number:	9326398
Patent Number:	9153151
Patent Number:	8890770
Patent Number:	8797235
Patent Number:	9996854
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<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:	2123108000
Email:	juan.arias@weil.com
Correspondent Name:	VIRGINIA GORDON
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	767 FIFTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10153

NAME OF SUBMITTER:	VIRGINIA GORDON
SIGNATURE:	/VIRGINIA GORDON/
DATE SIGNED:	07/22/2022
Total Attachments: 5 source=Watchfire - Patent Security Agreement Executed#page1.tif source=Watchfire - Patent Security Agreement Executed#page2.tif source=Watchfire - Patent Security Agreement Executed#page3.tif source=Watchfire - Patent Security Agreement Executed#page4.tif source=Watchfire - Patent Security Agreement Executed#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 22, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fortress Credit Corp. (“Fortress”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 22, 2022, by and among WATCHFIRE INTERMEDIATE, I, Inc., a Delaware corporation (“Holdings”), WATCHFIRE BUYER, INC., a Delaware corporation, as the initial borrower (the “Initial Borrower” and prior to the consummation of the Watchfire Acquisition, the “Borrower”; provided, that the Initial Borrower shall be re-designated as a “Guarantor” immediately following the consummation of the Watchfire Acquisition), WATCHFIRE SIGNS, LLC, a Delaware limited liability company, as the borrower immediately following the consummation of the Watchfire Acquisition (the “Post-Acquisition Borrower”, and, immediately following the consummation of the Watchfire Acquisition, the “Borrower”), each of the other entities from time to time party thereto as a Loan Party, the Lenders and Fortress, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (excluding, in any event, Excluded Property, the “Patent Collateral”):

(a) all of its Patents, including, without limitation, those Patents referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Patent Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

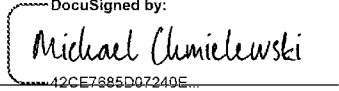
Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

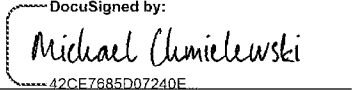
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

WATCHFIRE SIGNS, LLC,
as Grantor

By: 
Name: Michael Chmielewski
Title: Vice President and Secretary

AERVA, INC.,
as Grantor

By: 
Name: Michael Chmielewski
Title: Vice President and Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 060817 FRAME: 0005

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.
as Administrative Agent

By: 

Name: Avraham Dreyfuss
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title:	Territory:	Application / Grant Number:	Filing Date	Application / Grant Date:	Status:
TECHNOLOGIES FOR INTERLOCKING STRUCTURES	US	11,248,637	18-Jun-2020	15-Feb-2022	B2
TECHNOLOGIES FOR DIRECTED ILLUMINATION	US	11,199,309	12-Jun-2020	14-Dec-2021	B1
TECHNOLOGIES FOR INTERLOCKING STRUCTURES	US	10,690,158	13-Sep-2016	23-Jun-2020	B2
Fasteners for use in display structures	US	9,955,600	5-Jun-2015	24-Apr-18	B2
Sign ventilation system	US	9,326,398	16-Jun-2015	26-Apr-16	B2
Sign ventilation system	US	9,153,151	28-Jan-2013	6-Oct-15	B2
Multi-channel LED sign module	US	8,890,770	16-Aug-2012	18-Nov-14	B2
Multi-channel LED sign module	US	8,797,235	20-Jun-2012	5-Aug-14	B2
Hierarchical systems, apparatus and methods for displaying context-aware content	US	9,996,854	28-Jun-2013	12-Jun-18	B2