

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7498926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LIFEPORT, LLC	08/18/2022
RECEIVING PARTY DATA	
Name:	TRUIST BANK
Street Address:	245 PEACHTREE CENTER AVENUE, NE
Internal Address:	17TH FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14805635
Application Number:	12797447
Application Number:	15428904
Application Number:	16122569
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:	4045723401
Email:	morgan.roth@kslaw.com
Correspondent Name:	MORGAN ROTH
Address Line 1:	1180 PEACHTREE STREET NE
Address Line 2:	SUITE 1600
Address Line 4:	ATLANTA, GEORGIA 30309
NAME OF SUBMITTER:	MORGAN ROTH
SIGNATURE:	/s/ Morgan Roth
DATE SIGNED:	08/23/2022
Total Attachments: 5	
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PATENT

REEL: 060866 FRAME: 0934

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 18, 2022 (this “Patent Security Agreement”), is made by the entity identified on the signature page hereto as the Grantor (the “Grantor”), in favor of Truist Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties and for the banks and other financial institutions (the “Lenders”) from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of August 18, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time parties thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 18, 2022 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the 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. The 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 the Grantor, hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (in each case, excluding any Excluded Property, the “Patent Collateral”):

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

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

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 the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor

hereby acknowledges and agrees 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 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 any conflict, the terms of the Guaranty and Security Agreement shall control. This Patent Security Agreement shall terminate at the time of termination of the Guaranty and Security Agreement, or, if earlier, upon the release of the Grantor from its obligations thereunder in accordance with its terms.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Patent Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be construed in accordance with and governed by the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

LIFEPORT, LLC
as Grantor

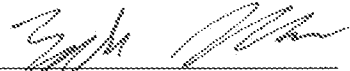
By: 
Name: Jason Darley
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

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ACCEPTED AND AGREED
as of the date first above written:

TRUIST BANK,
as Administrative Agent

By: 
Name: Zach Morgan
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Patent Name</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Publication No.</u>	<u>Owner</u>
PASSIVE OCCUPANT RESTRAINT FOR SIDE-FACING AIRCRAFT SEATS	7/22/2015	14/805,635	9,682,781	20160023764	LifePort, LLC
DURABLE POLYMERIC PANELS AND DEVICES EXHIBITING ANTIBALLISTIC CAPACITY MADE THEREFROM	6/9/2010	12/797,447	10,052,853	20130098232	LifePort, LLC
ARMOR STRUCTURES	2/9/2017	15/428,904	10,101,131	20170299346	LifePort, LLC
ARMOR STRUCTURES	9/5/2018	16/122,569	10,634,458	20180372454	LifePort, LLC

2. PATENT APPLICATIONS

None.