# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7517468

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE:             | 2                 |

### **CONVEYING PARTY DATA**

| Name               | Execution Date |
|--------------------|----------------|
| METRICSTREAM, INC. | 08/31/2022     |

## **RECEIVING PARTY DATA**

| Name:             | BLUE TORCH FINANCE LLC |  |  |
|-------------------|------------------------|--|--|
| Street Address:   | 150 E. 58TH STREET     |  |  |
| Internal Address: | 39TH FLOOR             |  |  |
| City:             | NEW YORK               |  |  |
| State/Country:    | NEW YORK               |  |  |
| Postal Code:      | 10155                  |  |  |

## **PROPERTY NUMBERS Total: 17**

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 10417797 |
| Patent Number:      | 11423594 |
| Patent Number:      | 11042666 |
| Patent Number:      | 10818053 |
| Patent Number:      | 9348901  |
| Patent Number:      | 6871216  |
| Patent Number:      | 7130885  |
| Patent Number:      | 6523063  |
| Patent Number:      | 6496849  |
| Patent Number:      | 6691153  |
| Patent Number:      | 6463461  |
| Patent Number:      | 6507865  |
| Patent Number:      | 6457045  |
| Patent Number:      | 6453337  |
| Patent Number:      | 6505233  |
| Application Number: | 17318351 |
| Application Number: | 16680116 |
|                     |          |

PATENT REEL: 060966 FRAME: 0581

507470575

### **CORRESPONDENCE DATA**

**Fax Number:** (704)503-2622

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.

**Phone:** 7045032600

Email: msheehan@kslaw.com
Correspondent Name: KING & SPALDING LLP

Address Line 1: 300 S. TRYON ST., STE 1700 Address Line 2: ATTN: MOIRA SHEEHAN

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

| ATTORNEY DOCKET NUMBER: | 30359.515019      |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | MOIRA SHEEHAN     |
| SIGNATURE:              | /s/ Moira Sheehan |
| DATE SIGNED:            | 09/01/2022        |

### **Total Attachments: 5**

source=BTC\_MetricStream - Assignment for Security - Patents [Executed]#page1.tif source=BTC\_MetricStream - Assignment for Security - Patents [Executed]#page2.tif source=BTC\_MetricStream - Assignment for Security - Patents [Executed]#page3.tif source=BTC\_MetricStream - Assignment for Security - Patents [Executed]#page4.tif source=BTC\_MetricStream - Assignment for Security - Patents [Executed]#page5.tif

#### ASSIGNMENT FOR SECURITY – PATENTS

WHEREAS, MetricStream, Inc., a Delaware corporation (the "<u>Assignor</u>") holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of August 31, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 31st, 2022.

# METRICSTREAM, INC.

Mike Strambi Name: Mike Strambi

Title: Chief Financial Officer

REEL: 060966 FRAME: 0584

## **ACCEPTED AND AGREED:**

## BLUE TORCH FINANCE LLC,

as Collateral Agent

By: Blue Torch Capital LP, its managing member

By:

kevin Genda

∽DocuSigned by:

Title: Authorized Signer

REEL: 060966 FRAME: 0585

## SCHEDULE A TO ASSIGNMENT FOR SECURITY

## Patents and Applications

| Name of Loan          | Jurisdiction | Patent or       | Issue Date | Application Date |
|-----------------------|--------------|-----------------|------------|------------------|
| <u>Party</u>          |              | Application No. |            |                  |
| MetricStream, Inc.    | USA          | 10,417,797      | 9/17/2019  | 2/10/2017        |
| MetricStream, Inc.    | USA          | 11,423,594      | 08/23/2022 | 10/27/2020       |
| MetricStream,<br>Inc. | USA          | 11,042,666      | 06/22/2021 | 11/11/2019       |
| MetricStream,<br>Inc. | USA          | 10,818,053      | 10/27/2020 | 09/16/2019       |
| MetricStream,<br>Inc. | USA          | 9,348,901       | 05/24/2016 | 01/27/2014       |
| MetricStream,<br>Inc. | USA          | 17/318,351      |            | 05/12/2021       |
| MetricStream,<br>Inc. | USA          | 16/680,116      |            | 11/11/2019       |
| MetricStream,<br>Inc. | USA          | 6,871,216       | 3/22/2005  | 9/16/2002        |
| MetricStream,<br>Inc. | USA          | 7,130,885       | 10/31/2006 | 9/5/2001         |
| MetricStream,<br>Inc. | USA          | 6,523,063       | 2/18/2003  | 1/14/2000        |
| MetricStream,<br>Inc. | USA          | 6,496,849       | 12/17/2002 | 10/25/1999       |
| MetricStream,<br>Inc. | USA          | 6,691,153       | 2/10/2004  | 1/14/2000        |
| MetricStream,<br>Inc. | USA          | 6,463,461       | 10/8/2002  | 10/25/1999       |

| Name of Loan<br>Party | Jurisdiction | Patent or<br>Application No. | Issue Date | Application Date |
|-----------------------|--------------|------------------------------|------------|------------------|
| MetricStream, Inc.    | USA          | 6,507,865                    | 1/14/2003  | 1/14/2000        |
| MetricStream,<br>Inc. | USA          | 6,457,045                    | 9/24/2002  | 1/14/2000        |
| MetricStream, Inc.    | USA          | 6,453,337                    | 9/17/2002  | 1/12/2001        |
| MetricStream,<br>Inc. | USA          | 6,505,233                    | 1/7/2003   | 10/25/1999       |

**RECORDED: 09/01/2022**