

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7519573

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SOUTHERN MOTION, INC.	09/02/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT FOR THE SECURED PARTIES	
<b>Street Address:</b>	450 S. ORANGE AVENUE	
<b>Internal Address:</b>	FLOOR 10, MAILCODE FL4-9504	
<b>City:</b>	ORLANDO	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	32801	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	D893897
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)581-8330	
<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>		
<b>Phone:</b>	4045818136	
<b>Email:</b>	mtydir@jonesday.com	
<b>Correspondent Name:</b>	MICHAEL TYDIR, JONES DAY	
<b>Address Line 1:</b>	1221 PEACHTREE STREET, NE	
<b>Address Line 2:</b>	SUITE 400	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30361	
<b>NAME OF SUBMITTER:</b>	MICHAEL TYDIR	
<b>SIGNATURE:</b>	/Michael Tydir/	
<b>DATE SIGNED:</b>	09/02/2022	
<b>Total Attachments: 5</b>		
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**PATENT SECURITY AGREEMENT**

This **PATENT SECURITY AGREEMENT**, dated as of September 2, 2022 (this "Patent Security Agreement"), is made by SOUTHERN MOTION, INC., a Mississippi corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., 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).

**WHEREAS**, Grantor and certain of its Subsidiaries (collectively, the "Borrowers"), the other Loan Parties party thereto, the Lenders Party thereto, and the Administrative Agent have entered into that certain Credit Agreement dated as of June 5, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"); and

**WHEREAS**, in connection with the Credit Agreement, the Borrowers and the other Loan Parties have entered into that certain Pledge and Security Agreement dated as of June 5, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1     Defined Terms.** Capitalized terms used herein without definition are used as defined in the 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 (as defined in the Credit Agreement), hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in the Patents and applications for Patents set forth on Schedule I hereto (the "Patent Collateral").

**Section 3     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 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 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 or inconsistency between this Patent Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4     Termination.** This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and

performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Patent Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

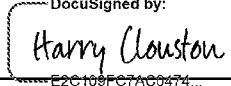
**Section 5      Counterparts.** This Patent Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Patent Security Agreement by signing any such counterpart. Delivery of 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

*[Remainder of page intentionally left blank]*

**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.

**SOUTHERN MOTION, INC.**

By:  DocuSigned by:  
E2C108FC7AC0474...  
Name: Harry Clouston  
Title: Assistant Secretary

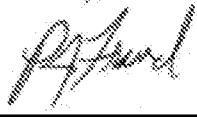
[SOUTHERN MOTION – PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 060976 FRAME: 0162**

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By:   
Name: Patrick Fravel  
Title: Authorized Officer

## **SCHEDULE I**

### **Patents**

#### **I. ISSUED PATENTS**

Name of Grantor	Patent Description	Patent Number	Issue Date
Southern Motion, Inc.	SOFA	D893,897	8/25/20

#### **II. PATENT APPLICATIONS**

None.