

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7498464

|                                   |                        |
|-----------------------------------|------------------------|
| <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>  |
| EMCORE CORPORATION                | 08/09/2022             |
| <b>RECEIVING PARTY DATA</b>       |                        |
| <b>Name:</b>                      | WINGSPIRE CAPITAL LLC  |
| <b>Street Address:</b>            | 11720 AMBER PARK DRIVE |
| <b>Internal Address:</b>          | SUITE 500              |
| <b>City:</b>                      | ALPHARETTA             |
| <b>State/Country:</b>             | GEORGIA                |
| <b>Postal Code:</b>               | 30009                  |
| <b>PROPERTY NUMBERS Total: 46</b> |                        |
| <b>Property Type</b>              | <b>Number</b>          |
| Patent Number:                    | 7746476                |
| Patent Number:                    | 8823946                |
| Patent Number:                    | 8773665                |
| Patent Number:                    | 9059801                |
| Patent Number:                    | 9438007                |
| Patent Number:                    | RE44647                |
| Patent Number:                    | 7095766                |
| Patent Number:                    | 9306372                |
| Patent Number:                    | 9564734                |
| Patent Number:                    | 10641824               |
| Patent Number:                    | 7463802                |
| Patent Number:                    | 9564733                |
| Patent Number:                    | 8902945                |
| Patent Number:                    | 7083335                |
| Patent Number:                    | 7634198                |
| Patent Number:                    | 7011455                |
| Patent Number:                    | 10074959               |
| Patent Number:                    | 8068745                |
| Patent Number:                    | 7136552                |

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 7115896  |
| Patent Number:      | 9306672  |
| Patent Number:      | 9231705  |
| Patent Number:      | 6938483  |
| Patent Number:      | 7548318  |
| Patent Number:      | 7461552  |
| Patent Number:      | 7124632  |
| Patent Number:      | 9188442  |
| Patent Number:      | 9719168  |
| Patent Number:      | 7505140  |
| Patent Number:      | 7191636  |
| Patent Number:      | 7481109  |
| Patent Number:      | 7509857  |
| Patent Number:      | 9534900  |
| Patent Number:      | 8080925  |
| Patent Number:      | 8881370  |
| Patent Number:      | 8645063  |
| Patent Number:      | 6966224  |
| Patent Number:      | 8573057  |
| Patent Number:      | 9581445  |
| Patent Number:      | 7240552  |
| Patent Number:      | 7228738  |
| Patent Number:      | 7222533  |
| Patent Number:      | 7523537  |
| Application Number: | 17832638 |
| Application Number: | 17832639 |
| Application Number: | 63326817 |

#### **CORRESPONDENCE DATA**

**Fax Number:**

*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.*

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|--------------------------------|--------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 165996.00017 |
|--------------------------------|--------------|

|                           |               |
|---------------------------|---------------|
| <b>NAME OF SUBMITTER:</b> | LAURA O'BRIEN |
|---------------------------|---------------|

|   |                 |
|---|-----------------|
| <b>SIGNATURE:</b>   | /Laura O'Brien/ |
| <b>DATE SIGNED:</b>   | 08/23/2022      |
| <b>Total Attachments: 8</b><br>source=Emcore - Patent Security Agreement#page1.tif<br>source=Emcore - Patent Security Agreement#page2.tif<br>source=Emcore - Patent Security Agreement#page3.tif<br>source=Emcore - Patent Security Agreement#page4.tif<br>source=Emcore - Patent Security Agreement#page5.tif<br>source=Emcore - Patent Security Agreement#page6.tif<br>source=Emcore - Patent Security Agreement#page7.tif<br>source=Emcore - Patent Security Agreement#page8.tif |                 |

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 9, 2022 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), is entered into between EMCORE CORPORATION, a New Jersey corporation (the "Grantor"), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of August 9, 2022 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as Borrower, the other Borrowers and Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent, and (b) the Pledge and Security Agreement, dated as of August 9, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto from time to time and the Administrative Agent.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Administrative Agent, for the benefit of the Secured Parties.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following (collectively, the "Patent Collateral"):

(a) all of such Grantor's registered Patents and applications for Patents in the United States Patent and Trademark Office described on Schedule I;

(b) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof and amendments thereto; and

(c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Agreement.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement as of the day and year first above written.

EMCORE CORPORATION

By: [Signature]  
Name: Ryan H. Johnson  
Title: V.P., General Counsel

WINGSPIRE CAPITAL LLC, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement  
as of the day and year first above written.

**EMCORE CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WINGSPIRE CAPITAL LLC, as Administrative  
Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE I

PATENTS

| <b>Owner</b>       | <b>Title</b>   | <b>US Patent No.</b> | <b>Issue Date</b> |
|--------------------|--|----------------------|-------------------|
| EMCORE Corporation | FIBER OPTIC GYROSCOPE  | US PAT 7746476       | June 29, 2010     |
| EMCORE Corporation | MULTI-AXIS FIBER OPTIC GYROSCOPE WITH SINGLE LIGHT SOURCE                            | US PAT 8823946       | September 2, 2014 |
| EMCORE Corporation | COMPACT FIBER OPTIC GYROSCOPE  | US PAT 8773665       | July 8, 2014      |
| EMCORE Corporation | OPTICAL MODULATOR  | US PAT 9059801       | June 16, 2015     |
| EMCORE Corporation | OPTICAL MODULATOR  | US PAT 9438007       | September 6, 2016 |
| EMCORE Corporation | DIRECTLY MODULATED LASER OPTICAL TRANSMISSION SYSTEM WITH PHASE MODULATION           | US PAT RE44647       | December 17, 213  |
| EMCORE Corporation | MECHANICAL PROTECTION FOR SEMICONDUCTOR EDGE-EMITTING RIDGE WAVEGUIDE LASERS         | US PAT 7095766       | August 22, 2006   |
| EMCORE Corporation | METHOD OF FABRICATING AND OPERATING AN OPTICAL MODULATOR                             | US PAT 9306372       | April 5, 2016     |
| EMCORE Corporation | METHOD OF FABRICATING AND OPERATING AN OPTICAL MODULATOR                             | US PAT 9564734       | February 7, 2017  |
| EMCORE Corporation | ELECTRICALLY CONDUCTIVE METAL FILM FOR A SEMICONDUCTOR DEVICE                        | US PAT 10641824      | May 5, 2020       |
| EMCORE Corporation | INTEGRATED CIRCUIT FOR ADJUSTING BIAS IN OPTICAL TRANSMITTER WITH EXTERNAL MODULATOR | US PAT 7463802       | December 9, 2008  |
| EMCORE Corporation | METHOD OF FABRICATING AND OPERATING AN OPTICAL MODULATOR                             | US PAT 9564733       | February 7, 2017  |
| EMCORE Corporation | SEMICONDUCTOR LASER GAIN DEVICE WITH MODE FILTER                                     | US PAT 8902945       | December 2, 2014  |



| Owner              | Title  | US Patent No.   | Issue Date         |
|--------------------|--|-----------------|--------------------|
| EMCORE Corporation | STRENGTH ADDED EPOXY FIBER BONDING IN NON-HERMETIC FIBER OPTIC PACKAGING   | US PAT 7083335  | August 1, 2006     |
| EMCORE Corporation | IN-LINE DISTORTION CANCELLATION CIRCUITS FOR LINEARIZATION OF ELECTRONIC AND OPTICAL SIGNALS WITH PHASE AND FREQUENCY ADJUSTMENT | US PAT 7634198  | December 15, 2009  |
| EMCORE Corporation | OPTO-ELECTRONIC TO-PACKAGE AND METHOD FOR LASER  | US PAT 7011455  | March 14, 2006     |
| EMCORE Corporation | MODULATED LASER SOURCE AND METHODS OF ITS FABRICATION AND OPERATION  | US PAT 10074959 | September 11, 2018 |
| EMCORE Corporation | RF SIGNAL POWER REGULATION IN OPTICAL TRANSMITTERS   | US PAT 8068745  | November 29, 2011  |
| EMCORE Corporation | TO-PACKAGED OPTIC-FIBER RECEIVING INTERFACE AND METHOD   | US PAT 7136552  | November 14, 2006  |
| EMCORE Corporation | SEMICONDUCTOR STRUCTURES FOR GALLIUM NITRIDE-BASED DEVICES   | US PAT 7115896  | October 3, 2006    |
| EMCORE Corporation | METHOD OF FABRICATING AND OPERATING AN OPTICAL MODULATOR   | US PAT 9306672  | April 5, 2016      |
| EMCORE Corporation | COMMUNICATION SYSTEM WITH QAM MODULATION   | US PAT 9231705  | January 5, 2016    |

| Title   | Application Number | Filing Date | Patent Number | Issue Date  |
|---|--------------------|-------------|---------------|-------------|
| A PHASE-LOCKED MECHANICAL RESONATOR PAIR AND ITS APPLICATION IN MICROMACHINED VIBRATION GYROSCOPE | 10/708847          | 28-Mar-04   | 6938483       | 6-Sep-2005  |
| DITHERING MECHANISM FOR ELIMINATING ZERO-RATE BIAS IN A GYROSCOPE                                 | 11/734983          | 13-Apr-07   | 7548318       | 16-Jun-2009 |
| DUAL AXIS RATE SENSOR   | 11/552006          | 23-Oct-06   | 7461552       | 9-Dec-2008  |
| ELECTRONICALLY CONFIGURABLE RATE SENSOR CIRCUIT AND METHOD  | 10/900056          | 26-Jul-04   | 7124632       | 24-Oct-2006 |

| <b>Title</b>  | <b>Application Number</b> | <b>Filing Date</b> | <b>Patent Number</b> | <b>Issue Date</b> |
|---|---------------------------|--------------------|----------------------|-------------------|
| GYROSCOPE AND DEVICES WITH STRUCTURAL COMPONENTS COMPRISING HfO <sub>2</sub> -TiO <sub>2</sub> MATERIAL | 13/419186                 | 12-Mar-12          | 9188442              | 17-Nov-2015       |
| GYROSCOPE AND DEVICES WITH STRUCTURAL COMPONENTS COMPRISING HfO <sub>2</sub> -TiO <sub>2</sub> MATERIAL | 14/882006                 | 13-Oct-15          | 9719168              | 1-Aug-2017        |
| INDEXING DITHERING MECHANISM AND METHOD   | 11/735014                 | 13-Apr-07          | 7505140              | 17-Mar-2009       |
| INERTIAL MEASUREMENT SYSTEM AND METHOD WITH SENSOR BIAS CANCELLATION                                    | 11/072064                 | 04-Mar-05          | 7191636              | 20-Mar-2007       |
| INERTIAL MEASUREMENT SYSTEM AND METHOD WITH SENSOR BIAS CANCELLATION                                    | 11/726404                 | 20-Mar-07          | 7481109              | 27-Jan-2009       |
| INERTIAL MEASUREMENT SYSTEM AND METHOD WITH SENSOR BIAS CANCELLATION                                    | 11/726389                 | 20-Mar-07          | 7509857              | 31-Mar-2009       |
| INERTIAL NAVIGATION SCULLING ALGORITHM  | 13/985644                 | 08-Jan-14          | 9534900              | 3-Jan-2017        |
| INERTIAL SENSOR WITH DUAL CAVITY PACKAGE AND METHOD OF FABRICATION                                      | 12/236156                 | 23-Sep-08          | 8080925              | 20-Dec-2011       |
| INERTIAL SENSOR WITH DUAL CAVITY PACKAGE AND METHOD OF FABRICATION                                      | 12/888870                 | 23-Sep-10          | 8881370              | 11-Nov-2014       |
| METHOD AND SYSTEM FOR INITIAL QUATERNION AND ATTITUDE ESTIMATION  | 12/976603                 | 22-Dec-10          | 8645063              | 4-Feb-2014        |
| MICROMACHINED VIBRATORY GYROSCOPE WITH ELECTROSTATIC COUPLING   | 10/792043                 | 02-Mar-04          | 6966224              | 22-Nov-2005       |
| SENSOR MOUNT VIBRATION REDUCTION  | 13/096450                 | 28-Apr-11          | 8573057              | 5-Nov-2013        |
| TORSIONAL RATE MEASURING GYROSCOPE  | 14/405,746                | 04-Dec-14          | 9581445              | 28-Feb-2017       |
| TORSIONAL RATE SENSOR WITH MOMENTUM BALANCE AND MODE DECOUPLING   | 11/146310                 | 06-Jun-05          | 7240552              | 10-Jul-2007       |
| TORSIONAL RATE SENSOR WITH MOMENTUM BALANCE AND MODE DECOUPLING   | 11/146294                 | 06-Jun-05          | 7228738              | 12-Jun-2007       |
| TORSIONAL RATE SENSOR WITH MOMENTUM BALANCE AND MODE DECOUPLING   | 11/146401                 | 06-Jun-05          | 7222533              | 29-May-2007       |
| METHOD OF MANUFACTURING A TUNING FORK WITH REDUCED QUADRATURE ERROR AND SYMMETRICAL MASS BALANCING      | 09/615294                 | July 13, 2000      | 7523537              | April 28, 2009    |
| RESONANTLY VIBRATING ACCELEROMETER WITH CROSS-COUPPLING SIGNAL SUPPRESSION                              | 17/832,638                | 04-Jun-22          |                      |                   |

| <b>Title</b>   | <b>Application<br/>Number</b> | <b>Filing Date</b> | <b>Patent<br/>Number</b> | <b>Issue Date</b> |
|--|-------------------------------|--------------------|--------------------------|-------------------|
| RESONANTLY VIBRATING ACCELEROMETER<br>DRIVEN IN MULTIPLE VIBRATIONAL MODES | 17/832,639                    | 04-Jun-22          |                          |                   |
| RESONANTLY VIBRATING ACCELEROMETER   | 63/326,817                    | 02-Apr-22          |                          |                   |