

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7582338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADACEL SYSTEMS, INC.	09/30/2022
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL
Street Address:	3225 SAINT-MARTIN BOULEVARD WEST
Internal Address:	SUITE 201
City:	LAVAL
State/Country:	CANADA
Postal Code:	H7T 1S2
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	12413896
Application Number:	12835440
Application Number:	12860245
Application Number:	12701788
Application Number:	12491769
Application Number:	16359287
CORRESPONDENCE DATA	
Fax Number:	(317)231-7433
<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:	3172361313
Email:	ernest.carlson@btlaw.com
Correspondent Name:	BARNES & THORNBURG LLP
Address Line 1:	11 SOUTH MERIDIAN STREET
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	140010-4
NAME OF SUBMITTER:	SCOTT M. SIMMONDS
SIGNATURE:	/Scott M. SIMMONDS/
DATE SIGNED:	10/10/2022

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2022, is made by ADACEL SYSTEMS, INC., a Texas corporation ("Grantor"), in favor of BANK OF MONTREAL, a Canadian bank ("Secured Party").

Reference is hereby made to that certain Security Agreement, dated as of even date herewith (as amended, restated, supplemented, modified or otherwise in effect from time to time, the "Security Agreement"), by and among Grantor and Secured Party. Grantors has pledged and granted to Secured Party a continuing security interest in all intellectual property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Indebtedness. Upon the indefeasible satisfaction in full of the Indebtedness, Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under this confirmatory grant.

(b) Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and lien upon all of the below listed property of Grantor, whether now owned or hereafter acquired, and wherever located: (i) any and all United States issued patents and patent applications, including the foregoing listed on Schedule A; (ii) all inventions and improvements both described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; and (v) all rights to sue for past, present, and future infringements thereof (the "Patents").

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

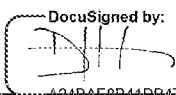
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles thereof.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

ADACEL SYSTEMS, INC., Grantor

By:  _____
Name:
Title:

[Signature Page to Patent Security Agreement]

BANK OF MONTREAL,
as Secured Party

By: _____

Name: Eric Gonthier
Title: Senior Director

SCHEDULE A

PATENT REGISTRATIONS AND APPLICATIONS

Patents:	System and Method for Training an Acoustic Model with Reduced Feature Space Variation	System and Method for Automatic Microphone Volume Setting	System and method for Mexican Audio Data Streams in use in Speech Recognition Applications	Integrated Language Model, Related Systems and Methods	Phonetic Distance Measurement System and Related Methods	Canadian Patent, Integrated Language Model, Related Systems, and Methods
Application Number:	12/413,896	12/835,440	12/860,245	12/701,788	12/491,769	12/701,788
Filing or 371 © date:	2009-03-30	2010-07-13	2010-08-20	2010-02-08	39989	02/02/2-11
Application Type:	Utility	Utility	Utility	Utility	Utility	Utility
Examiner Name:	He, Jialong	Hamid, Ammar T	Saint Cyr, Leonard	Spooner, Lamont M	Baker, Matthew H	
Group Art Unit:	2659	2654	2658	2657	2659	
Confirmation Number:	9998	1307	9609	1762	6015	
Attorney Docket Number:	110384	114266	115024	112388	112324	
Class / Subclass:	704/010	381-107	704/243	704/009	704/253	
First Named Inventor:	Chang-Qin Shu	Chang-Qing Shu	Chang-Qing Shu	Chang-Qing Shu	Chang-Qing Shu	Chang-Qing Shu
First Named Applicant:						Adacel Systems Inc
Entity Status:	Small	Small	Small	Small	Small	
AIA (First Inventor to File)	No	No	No	No	No	
Customer Number:	45191	45191	45191	45191	45191	
Status:	Patented Case	Patented Case	Patented Case	Patented Case	Patented Case	Patented Case
Status Date:	2012-10-10	2013-09-25	2014-04-30	2013-07-31	42858	
Location:	Electronic	Electronic	Electronic	Electronic	Electronic	Electronic/Paper Copy
Location Date:						Canada
Earliest Publication Number:	US 2010-0250240 A1	US 2012-0014537 A1	US 2012-0046946 A1	US 2011-0196668 A1	US 2010-0332230 A1	
Earliest Publication Date:	2012-09-30	2012-01-19	2012-02-23	2011-08-11	2010-12-30	2011-08-08

Patent Number:	8,301,446	8,559,656	8,731,923	8,515,734	9,659,559	2,731,013
Issue Date of Patent:	2012-10-30	2013-10-15	2014-05-20	2013-08-20	2017-05-23	2018-09-04
International Registration Number:						
International Registration Publication Date:						
Owner (Assignee):	Adacel Systems, Inc US	Adacel Systems, Inc US	Adacel Systems, Inc US	Adacel Systems, Inc US	Adacel Systems, Inc US	Adacel Systems, Inc US

<u>Provisional Patents:</u>	Portable, Modular, Air Traffic Control Simulator
<u>Application Number:</u>	16/359,287
<u>Filing or 371 © date:</u>	2019-03-20
<u>Application Type:</u>	Utility
<u>Examiner Name:</u>	Thai, Xuan Marian
<u>Group Art Unit:</u>	3715
<u>Confirmation Number:</u>	8195
<u>Attorney Docket Number:</u>	128395
<u>Class / subclass:</u>	434/220
<u>First Named Inventor:</u>	Michael Joseph Brady
<u>First Named Applicant:</u>	Adacel Systems Inc
<u>Entity Status:</u>	Small
<u>AIA (First Inventor to File)</u>	Yes
<u>Customer Number:</u>	45191
<u>Status:</u>	Docketed New Case - Ready for Examination
<u>Status Date:</u>	2019-06-22
<u>Location:</u>	Electronic
<u>Location Date:</u>	
<u>Earliest Publication Number:</u>	US 2019-0295432 A1
<u>Earliest Publication Date:</u>	2019-09-26
<u>Patent Number:</u>	
<u>Issue Date of Patent:</u>	
<u>International Registration Number:</u>	
<u>International Registration Publication Date:</u>	
<u>Owner (Assignee):</u>	Adacel System Inc