

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7687277

<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>
RAPTOR, LLC	11/04/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIRST MERCHANTS BANK, AS AGENT
<b>Street Address:</b>	10333 NORTH MERIDIAN STREET
<b>City:</b>	INDIANAPOLIS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46290
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14720818
<b>Application Number:</b>	14161741
<b>Application Number:</b>	14071629
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)902-1061
<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>	312-577-8438
<b>Email:</b>	raquel.haleem@katten.com
<b>Correspondent Name:</b>	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
<b>Address Line 1:</b>	525 WEST MONROE STREET
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>ATTORNEY DOCKET NUMBER:</b>	392074-00021
<b>NAME OF SUBMITTER:</b>	RAQUEL HALEEM
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	12/09/2022
<b>Total Attachments: 5</b>	
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 4, 2022, is made by the entity listed on the signature pages hereof (the "Grantor") in favor of First Merchants Bank ("FMB"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 4, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among INTELLIGENT TRANSPORTATION HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), INTELLIGENT TRANSPORTATION INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("TMS Intermediate"), TRAFFIC MANAGEMENT SOLUTIONS, LLC, a Florida limited liability company, f/k/a TRAFFIC MANAGEMENT SOLUTIONS, INC., a Florida corporation ("TMS"; together with TMS Intermediate and each other person joined thereto as a "Borrower" after the date hereof, collectively, the "Borrowers" and each a "Borrower"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and FMB, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured

Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

all of its Patents and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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

Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Patent Security Agreement shall constitute effective delivery of such signature page. This Patent Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, 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.

**RAPTOR, LLC**, a Florida limited liability company, as Grantor

By: 

Name: James Westbrooks

Title: President

[Signature page to Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

FIRST MERCHANTS BANK, as Agent

By: Brice Carr  
Name: Brice Carr  
Title: Vice President

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Description	Application No.	Application Date	Patent No.	Patent Date	Grantor
System and method for slip forming monolithic reinforced composite concrete structures having multiple functionally discrete components	14720818	3/24/15	9435085	9/6/16	Raptor, LLC
Tunnel mold, system and method for slip forming reinforced concrete structures with exposed rebars	14161741	1/23/14	8956075	2/17/15	Raptor, LLC
Process for slip forming reinforced bridge coping with exposed rebars	14071629	11/4/13	8920068	12/30/14	Raptor, LLC

2. PATENT APPLICATIONS

None.

3. INTELLECTUAL PROPERTY LICENSES

None.