

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7686575

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALLY BANK, AS RESIGNING ADMINISTRATIVE AGENT	12/09/2022
RECEIVING PARTY DATA	
Name:	PHOTO FUNDING I L.P., AS SUCCESSOR ADMINISTRATIVE AGENT
Street Address:	401 PARK DRIVE
Internal Address:	SUITE 204
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02215
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8976198
Patent Number:	9275479
Patent Number:	10628628
CORRESPONDENCE DATA	
Fax Number:	(214)746-7777
<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:	2147467700
Email:	juan.arias@weil.com
Correspondent Name:	ANGELA ESTRADA
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	200 CRESCENT COURT, SUITE 300
Address Line 4:	DALLAS, TEXAS 75201-6950
NAME OF SUBMITTER:	ANGELA ESTRADA
SIGNATURE:	/ANGELA ESTRADA/
DATE SIGNED:	12/09/2022
Total Attachments: 5	
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ASSIGNMENT OF PATENT SECURITY AGREEMENT

THIS ASSIGNMENT OF PATENT SECURITY AGREEMENT (this “Assignment”) is made and entered into as of December 9, 2022, by Ally Bank, as resigning administrative agent and collateral agent (in such capacities, “Assignor”), in favor of Photo Funding I L.P., a Delaware limited partnership (“Photo Funding I”), as successor administrative agent and collateral agent (in such capacities, “Assignee”) whose address is 401 Park Drive, Suite 204, Boston, MA 02215.

WITNESSETH

WHEREAS, Assignor is party to that certain Guaranty and Security Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among SHOOTPROOF, LLC, a Georgia limited liability company (the “Borrower”), ShootProof Intermediate, LLC, a Delaware limited liability company (“Holdings”), Tave Corporation, a Georgia corporation (“Tave”), Legacy 33, Inc., a Nevada corporation (“Legacy 33”), Collage Merger Sub Inc., a Delaware corporation (“Collage Merger Sub”) and Collage.com, Inc., a Delaware corporation (“Collage”), and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Patent Security Agreement, dated as of March 10, 2021, made by Collage, as grantor (the “Grantor”), in favor of Assignor, which was recorded with the United States Patent and Trademark Office on **March 10, 2021** at **Reel/Frame No. 55549/0644** (the “Patent Security Agreement”), the Grantor has granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under the following Collateral (as defined in the Patent Security Agreement and including, without limitation, the items set forth in Schedule A hereto):

- (a) all of its United States patents and patent applications that constitute Patents (other than Patents that are Excluded Collateral), including, without limitation, those referred to on Schedule A hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) 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;

WHEREAS, pursuant to that certain Resignation, Assignment, Waiver and Amendment Agreement, dated as of December 9, 2022 (the “Agency Assignment Agreement”), by and among, *inter alios*, Assignee, as the Successor Agent (as defined in the Agency Assignment Agreement), and Assignor, Assignor has resigned as administrative agent and collateral agent under the Credit Agreement (as defined in the Security Agreement) and the other Credit Documents (as defined in the Credit Agreement), and Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and as collateral agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest in, to and under the Security Agreement and the Patent Security Agreement, including, without limitation, Assignor’s security interest in, and lien on, the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement, unless a different agreement is expressly specified herein as containing the relevant definition.

2. Assignment. Assignor hereby transfers, assigns, grants, conveys and delivers to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the Patent Security Agreement, including, without limitation, its security interest in, and lien on, the Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Recordation. Effective upon the date first written above, Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as the successor collateral agent for the Secured Parties in the Collateral.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date above first written.

ASSIGNOR:

ALLY BANK

By: ATW
Name: Alex Weekes
Title: Authorized Signatory

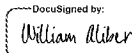
ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

PHOTO FUNDING I L.P.

By: Photo Funding GP L.L.C., its General Partner

By:  _____
Name: Bill Aliber
Title: President

SCHEDULE A
TO
ASSIGNMENT OF PATENT SECURITY AGREEMENT

Patent Registrations

Title	Assignee/Owner	Application Date	Application Number	Grant Date	Patent Number
METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR CREATING SHAPE COLLAGES	Collage.com Inc.	12/21/2010	12/909452	3/10/2015	8976198
METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR CREATING COLLAGES THAT VISUALLY RESEMBLE A PARTICULAR SHAPE OR GROUP OF SHAPES	Collage.com Inc.	2/15/2013	13/768016	3/1/2016	9275479
METHOD, SYSTEM, AND COMPUTER PROGRAM PRODUCT FOR ARRANGING CONTENT IN A PLURALITY OF REGIONS TO OBTAIN A CONTENT-AWARE LAYOUT	Collage.com Inc.	5/19/2016	15/158663	4/21/2020	10628628