

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7724513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ATLANTIC-PACIFIC PROCESSING SYSTEMS NV, CORP.	12/27/2022
RECEIVING PARTY DATA	
Name:	WESTERN ALLIANCE BANK
Street Address:	ONE EAST WASHINGTON STREET, SUITE 1400
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8626671
CORRESPONDENCE DATA	
Fax Number:	
<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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1856545 PAT
NAME OF SUBMITTER:	YVETTE STOHLER
SIGNATURE:	/Yvette Stohler/
DATE SIGNED:	01/04/2023
Total Attachments: 12	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement"), dated as of December 27th, 2022, is made by and among **ATLANTIC-PACIFIC PROCESSING SYSTEMS NV, CORP.**, a Nevada corporation (the "Grantor"), in favor of **WESTERN ALLIANCE BANK**, an Arizona corporation ("Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Revolving Credit, Term Loan and Security Agreement, dated as of April 30, 2021 (as amended by that certain First Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of August 24, 2021, that certain Limited Waiver and Second Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of June 17, 2022, that certain Third Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of August 5, 2022, that certain Limited Wavier and Fourth Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of August 26, 2022, that certain Fifth Amendment to Revolving Credit, Term Loan and Security Agreement, dated as of September 28, 2022, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, *inter alios*, the Grantor, the other borrowers and guarantors from time to time party thereto, Western Alliance Bank, an Arizona corporation ("WAB"), as agent for Lenders (WAB, in such capacity, the "Agent"), as Sole Lead Arranger and a Lender, and the other banks, financial institutions and other entities from time to time parties thereto as Lenders (such lenders, together with their respective successors and permitted assigns, each a "Lender" and collectively, the "Lenders"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

WHEREAS, pursuant to such Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of Grantor's assets (other than the Excluded Property), including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's patents and all of Grantor's filed patent applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Grantor Patents"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Agent's Liens in the Grantor Patents.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Patent Collateral

Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, and each other Secured Party, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and

Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Patent Collateral"):

(a) all of its patents and filed patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and associated with, each such patent and patent application covered by (a) above;

(c) all patent applications, patents, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Patent Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Patent Collateral by or on behalf of Grantor; and

(d) 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.

Section 2. Credit Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Credit Agreement, the Credit Agreement shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office.

Section 4. Grantor Remains Liable

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

Section 5. Agreement to Deliver Supplements

Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Patent Collateral granted by, or subject to any application filed with, the United States Patent and Trademark Office (“Supplemental Patent Collateral”), Grantor shall, concurrently with the next scheduled delivery of a Monthly Compliance Certificate under Section 9.5 of the Credit Agreement following acquisition of such new Supplemental Patent Collateral, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Supplemental Patent Collateral on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Supplemental Patent Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Supplemental Patent Collateral, and all Patent Collateral relating thereto, shall immediately and automatically upon Grantor’s acquisition of any right, title and interest therein become part of the Patent Collateral hereunder.

Section 6. Representation and Warranties

Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a true and correct list of all Supplemental Patent Collateral owned by Grantor as of the Effective Date.

Section 7. Events of Default and Remedies

The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Patent Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Termination

This Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 10. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 11. Governing Law

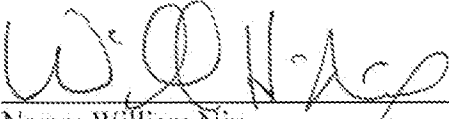
This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 15.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 15.5 of the Credit Agreement (indemnities by Grantor), Section 15.6 of the Credit Agreement (notices), Section 15.7 of the Credit Agreement (survival of certain provisions), Section 15.9 of the Credit Agreement (expenses), Section 15.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Patent Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

**ATLANTIC-PACIFIC PROCESSING
SYSTEMS NV, CORP.**

By: 
Name: William Nix
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

PATENT
REEL: 062274 FRAME: 0261

In witness whereof, Grantor has caused this Patent Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

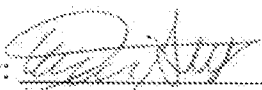
**ATLANTIC-PACIFIC PROCESSING
SYSTEMS NV, CORP.**

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By:  _____
Name: Danielle Styles
Title: Vice President

[Signature Page to Patent Security Agreement]

DMS 24454449

**PATENT
REEL: 062274 FRAME: 0262**

**Schedule 1
to
Patent Security Agreement**

PATENTS

Grantor's U.S. patents and patent applications:

Title	App #	Date Filed	Status	Patent Number	Grant Date
SYSTEM AND METHOD FOR AUTOMATED DATA BREACH COMPLIANCE	13/743,931	1/17/2013	Allowed	8626671	1/7/2014

EXHIBIT A

SUPPLEMENT TO PATENT SECURITY AGREEMENT

THIS SUPPLEMENT TO PATENT SECURITY AGREEMENT (the “Supplement”) made as of this [] day of [], [] by (i) [] (each, a “Grantor”, and collectively, the “Grantors”), in favor of **WESTERN ALLIANCE BANK** (“Agent”), with an address at One East Washington Street, Suite 1400, Phoenix, AZ 85004:

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Patent Security Agreement dated as of December __, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Patent Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the Patent Agreement;

WHEREAS, pursuant to the terms of the Patent Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the Patent Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the Patent Agreement, Grantor has agreed that from time to time Grantor shall deliver to Agent a Supplement to the Patent Agreement in the form of Exhibit A to such Patent Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Supplemental Patent Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Supplemental Patent Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and associated with, any patent and patent application covered by (a) above; and

(c) all other property otherwise constituting Patent Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Patent Collateral described above shall be included in and be part of the Patent Collateral under and subject to all of the terms and provisions of the Patent Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Supplemental Patent Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original Patent Agreement or any Schedule to any other Supplement to the original Patent Agreement delivered by Grantor since the date thereof.

3. Incorporation of the Patent Agreement. The terms and provisions of the Patent Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Patent Agreement, all of the provisions of which Patent Agreement are and remain in full force and effect.

[Signatures on Following Page]
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IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the Patent Security Agreement as of the date first written above.

GRANTORS:

[]

By: _____

Name:

Title:

[Signature Page to Patent Security Agreement — Supplement Date _____]

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By: _____

Name:

Title:

[Signature Page to Patent Security Agreement — Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO PATENT
SECURITY AGREEMENT

DMS 24454449.3

RECORDED: 01/04/2023

PATENT
REEL: 062274 FRAME: 0268