

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7754998

<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>
KOHL'S, INC. (F/K/A KOHL'S DEPARTMENT STORES, INC.)	01/19/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	125 HIGH STREET, 11TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>PROPERTY NUMBERS Total: 11</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10579958
Patent Number:	10762469
Patent Number:	11373140
Patent Number:	11448508
Patent Number:	10938787
Application Number:	16888505
Application Number:	16918928
Patent Number:	11417186
Application Number:	17887401
Application Number:	17160244
Application Number:	17962446
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)502-5002
<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>	617-248-5000
<b>Email:</b>	PatentDocket@choate.com
<b>Correspondent Name:</b>	CHOATE HALL & STEWART LLP-PATENT DOCKET
<b>Address Line 1:</b>	TWO INTERNATIONAL PLACE
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	2009985-0119
<b>NAME OF SUBMITTER:</b>	BRIAN E. REESE
<b>SIGNATURE:</b>	/Brian E. Reese/
<b>DATE SIGNED:</b>	01/23/2023
<b>Total Attachments: 7</b> source=2023 - Kohl's ___ Patent Security Agreement#page1.tif source=2023 - Kohl's ___ Patent Security Agreement#page2.tif source=2023 - Kohl's ___ Patent Security Agreement#page3.tif source=2023 - Kohl's ___ Patent Security Agreement#page4.tif source=2023 - Kohl's ___ Patent Security Agreement#page5.tif source=2023 - Kohl's ___ Patent Security Agreement#page6.tif source=2023 - Kohl's ___ Patent Security Agreement#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of January 19, 2023 ("Patent Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Patent Grantors"), is in favor of Wells Fargo Bank, National Association, as collateral agent (in such capacity, including any successors thereto, the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Patent Grantors are party to a Security Agreement dated as of January 19, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement) in favor of the Agent, pursuant to which the Patent Grantors are required to execute and deliver this Patent Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, each Patent Grantor has created in favor of the Agent, on behalf of the Secured Parties, a security interest in, and the Agent has become a secured creditor with respect to, the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Patent Grantors does hereby pledge, convey, sell, assign, transfer and set over unto the Agent and grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property now owned or at any time hereafter acquired by such Patent Grantor or in which such Patent Grantor now has or at any time in the future may acquire any right, title or interest (the "Patent Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

(a) all Patents of such Patent Grantor, including, without limitation, the registered and applied-for Patents of such Patent Grantor listed on Schedule 1 attached hereto;

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing; and

(c) to the extent not covered by clause (a), all causes of action arising prior to or after the date hereof for infringement of any of the Patents;

provided, that (i) this Patent Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Security Agreement; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable, shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with security interest granted to the Agent pursuant to the Security Agreement and the Patent Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Patent Grantor hereby authorizes this Patent Security Agreement to be recorded with the United States Patent and Trademark Office and any similar office or agency in any other country or political subdivision thereof.

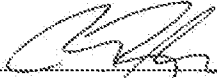
**THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. A copy of this Patent Security Agreement signed by all parties shall be delivered to the Agent.

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IN WITNESS WHEREOF, each Patent Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

**KOHL'S, INC. (f/k/a KOHL'S DEPARTMENT  
STORES, INC.),**  
as a Patent Grantor


By:  \_\_\_\_\_

Name: Mike Baughn

Title: Executive Vice President – Finance & Treasurer

Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Agent

By:   
Name: William Chan  
Title: Director

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 062450 FRAME: 0162**

**Schedule 1**  
**Patents**

	<u>Name of Patent Grantor</u>	<u>Country</u>	<u>Patent Title</u>	<u>Patent No.</u> (Issue Date)	<u>Application No.</u> (Filing Date) <u>Publication No.</u> (Publication Date)	<u>Priority Claims</u>	<u>Status</u>
1.	Kohl's, Inc.	United States	DISPENSER AND ASSOCIATED TRACKING APPLICATION	10,579,958 (3/3/2020)	14/085,635 (11/20/2013) US2015/0142621 (05/21/2015)	-----	Issued
2.	Kohl's, Inc.	United States	DISPENSER AND ASSOCIATED TRACKING APPLICATION	10,762,469 (9/1/2020)	15/445,078 (02/28/2017) US2017/0262794 (09/14/2017)	Continuation of: 14/085,635 (11/20/2013)	Issued
3.	Kohl's, Inc.	United States	DISPENSER AND ASSOCIATED TRACKING APPLICATION	11,373,140 (06/28/2022)	17/006,720 (08/28/2020) US2020/0394601 (12/17/2020)	Continuation of: 15/445,078 (02/28/2017) 14/085,635 (11/20/2013)	Issued
4.	Kohl's, Inc.	United States	SYSTEMS AND METHODS FOR AUTONOMOUS GENERATION OF MAPS	11,448,508 (09/20/2022)	16/159,311 (10/12/2018) US2019/0113349 (04/18/2019)	62/572,017 (10/13/2017)	Issued

	<u>Name of Patent Grantor</u>	<u>Country</u>	<u>Patent Title</u>	<u>Patent No. (Issue Date)</u>	<u>Application No. (Filing Date) Publication No. (Publication Date)</u>	<u>Priority Claims</u>	<u>Status</u>
5.	Kohl's, Inc.	United States	CLOUD SERVICES MANAGEMENT SYSTEM AND METHOD	10,938,787 (03/02/2021)	16/204,818 (11/29/2018) US2019/0173840 (06/06/2019)	62/593,702 (12/1/2017)	Issued
6.	Kohl's, Inc.	United States	PROMPTLY ADJUST RECOMMENDATIONS TO INCREASE PERFORMANCE IN A WEB SITE	-----	16/888,505 (5/29/2020) US2020/0380583 (12/3/2020)	62/855,618 (05/31/2019)	Pending
7.	Kohl's, Inc.	United States	UTILIZE HIGH PERFORMING TRAINED MACHINE LEARNING MODELS FOR INFORMATION RETRIEVAL IN A WEB STORE	-----	16/918,928 (07/01/2020) US2021/0004379 (01/07/2021)	62/869,376 (07/01/2019)	Allowed
8.	Kohl's, Inc.	United States	DEVICE FOR AUTOMATED REMOVAL OF SECURITY TAGS AND ASSOCIATED SYSTEMS AND METHODS	11,417,186 (08/16/2022)	17/070,789 (10/14/2020) US2021/0110688 (04/15/2021)	62/914,868 (10/14/2019)	Issued
9.	Kohl's, Inc.	United States	DEVICE FOR AUTOMATED REMOVAL OF SECURITY TAGS AND ASSOCIATED SYSTEMS AND METHODS	-----	17/887,401 (08/12/2022)	17/070,789 (10/14/2020) 62/914,868 (10/14/2019)	Pending



	<u>Name of Patent Grantor</u>	<u>Country</u>	<u>Patent Title</u>	<u>Patent No. (Issue Date)</u>	<u>Application No. (Filing Date)</u> <u>Publication No. (Publication Date)</u>	<u>Priority Claims</u>	<u>Status</u>
10.	Kohl's, Inc.	United States	OPERATIONS COST AWARE RESOURCE ALLOCATION OPTIMIZATION SYSTEMS AND METHODS	-----	17/160,244 (01/27/2021) US2021/0232433 (7/29/2021)	62/966,913 (01/28/2020)	Pending
11.	Kohl's, Inc.	United States	SYSTEMS AND METHODS FOR GENERATING MODELS FOR RECOMMENDING REPLACEMENT ITEMS FOR UNAVAILABLE IN-STORE PURCHASES	-----	17/962,446 (10/07/2022)	63/254,343 (10/11/2021)	Pending
12.	Kohl's, Inc.	Canada	GENERATING MODELS FOR RECOMMENDING REPLACEMENT ITEMS FOR UNAVAILABLE IN- STORE PURCHASES	-----	TBD (10/11/2022)	63/254,343 (10/11/2021)	Pending

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