

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7789510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SIERRA WIRELESS AMERICA, INC.	02/09/2023

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S. DEARBORN
Internal Address:	FLOOR L2
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 41

Property Type	Number
Patent Number:	7734020
Patent Number:	8819070
Patent Number:	9058368
Patent Number:	9390188
Patent Number:	7323970
Patent Number:	7518500
Patent Number:	7936256
Patent Number:	8265605
Patent Number:	8412186
Patent Number:	8543097
Patent Number:	8547222
Patent Number:	8738046
Patent Number:	8761795
Patent Number:	8855716
Patent Number:	8970364
Patent Number:	8990915
Patent Number:	9041527
Patent Number:	9054893
Patent Number:	9094410

PATENT

Property Type	Number
Patent Number:	9325814
Patent Number:	9356798
Patent Number:	9373241
Patent Number:	9503848
Patent Number:	9510180
Patent Number:	9763025
Patent Number:	9785702
Patent Number:	9801015
Patent Number:	9824575
Patent Number:	10107675
Patent Number:	10264391
Patent Number:	8041383
Patent Number:	9119013
Patent Number:	9153124
Patent Number:	9177464
Patent Number:	9183730
Patent Number:	9207331
Patent Number:	8054778
Patent Number:	8121071
Patent Number:	8405547
Patent Number:	8126764
Patent Number:	8060067

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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.

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Correspondent Name: COURTNEY WELSHIMER

Address Line 1: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2423
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	02/09/2023

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Patent Security Agreement"), is dated as of February 9, 2023 and is entered into by SIERRA WIRELESS AMERICA, INC., a Delaware Corporation (the "Assignor"), in favor of JPMORGAN CHASE BANK, N.A., as the Administrative Agent (in such capacity, the "Assignee") under the Credit Agreement (as defined below) for the benefit of the Secured Parties (as defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, Semtech Corporation, a Delaware corporation (the "Borrower"), the Guarantors party thereto, certain Lenders party to the Credit Agreement, JPMorgan Chase Bank, N.A., in its separate capacities as successor Administrative Agent for the benefit of the Secured Parties (in such capacity, the "Successor Agent") and as successor Swing Line Lender and as an L/C Issuer, HSBC Bank USA, National Association, in its separate capacities as resigning Administrative Agent, for the benefit of the Secured Parties (in such capacity, the "Resigning Agent"), as resigning Swing Line Lender and as an L/C Issuer, and U.S. Bank National Association, in its capacity as an L/C Issuer, have entered into that Third Amendment and Restatement Agreement, dated as of September 26, 2022 (as the same may from time to time be amended, modified, supplemented or restated, the "Credit Agreement," which Credit Agreement amends and restates in its entirety the Second Amended and Restated Credit Agreement dated as of November 7, 2019, as amended, supplemented or otherwise previously modified), pursuant to which, among other things, (i) the Resigning Agent resigns as, and the Successor Agent is appointed as, the Administrative Agent for the benefit of the Secured Parties and (ii) the Lending Parties agreed to make certain Credit Extension to Borrower on behalf of and for the benefit of Borrower and the Subsidiary Guarantors on the terms and subject to the conditions set forth therein and in the other Loan Documents;

WHEREAS, in order to secure their Obligations to the Administrative Agent and the other Secured Parties under the Credit Agreement and other Loan Documents, Borrower and each of the Guarantors party to the Credit Agreement, including the Assignor party to this Patent Security Agreement, have entered into that Second Amended and Restated Security Agreement, dated as of November 7, 2019 (as the same may from time to time be further amended, modified, supplemented or restated, the "Security Agreement"), in favor of Assignee, for the benefit of the Secured Parties, pursuant to which, among other things, the Assignor has granted to Assignee (as successor in interest to the Resigning Agent) a security interest in all of the Assignor's right, title and interest, whether now owned or at any time hereafter acquired by the Assignor or in which the Assignor now has or at any time in the future may acquire any right, title or interest, in, to and under all of the Collateral (as defined in the Security Agreement); and

WHEREAS, as a prerequisite to the Lending Parties' obligation to make, extend and maintain the credit to Borrower under the Credit Agreement and the other Loan Documents, Assignee requires that the Assignor enter into this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Assignor, jointly and severally, hereby agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Patent Security Agreement, including its preamble and recitals, shall have the same meanings when used herein as given to them in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, whether such Secured Obligations were incurred originally under the Loan Documents or otherwise, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Assignee, for the benefit of the Secured Parties, and hereby grants to Assignee, for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following, whether now owned or at any time hereafter acquired by Assignor or in which such Assignor now has or at any time in the future may acquire any right, title or interest: (i) all patents issued by the PTO, or any other country or any political subdivision of any of the foregoing, or any other registry, including the PCT System of the World Intellectual Property Organization, all recordings thereof, and all applications therefor, including, without limitation, those listed on Schedule A hereto; (ii) all reissues, continuations, continuations-in-part, and extensions thereof; (iii) all income, royalties, damages and payments now and hereafter due or payable to Assignor under and with respect thereto, including payments under all Patent Licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; and (v) all of Assignor's rights corresponding thereto throughout the world (collectively, the "Patent Collateral"); *provided that*, in no event shall the Patent Collateral include, and Assignor shall not be deemed to have conveyed, mortgaged, assigned, pledged, hypothecated, transferred or granted a security interest in, any of Assignor's right, title or interest in any Excluded Collateral.

3. Acknowledgement. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference 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.

4. Termination. Following the termination of the Security Agreement in accordance with its terms, Assignee agrees to execute such releases as Assignor may reasonably request, at the sole cost and expense of such Grantor, to evidence the satisfaction and termination of the Security Agreement and the release of the security interest granted in this Patent Security Agreement.

5. Choice of Law. This Patent Security Agreement and any claim, controversy dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law other than New York General Obligations Law 5-1401 and 5-1402.


6. Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or electronic transmission (such as "pdf") will be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.

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IN WITNESS WHEREOF, each of the parties hereto have caused this Patent Security Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

SIERRA WIRELESS AMERICA, INC.,
a Delaware corporation

By: 
Name: Emeka Chukwu
Title: President and Chief Financial Officer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS]

PATENT
REEL: 062646 FRAME: 0345

ASSIGNEE:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Richard Ong Pho
Title: Executive Director

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

Title	Patent No.	Application No.	Owner
TWO-WAY VOICE AND VOICE OVER IP RECEIVERS FOR ALARM SYSTEMS	7,734,020	11/348,291	SIERRA WIRELESS AMERICA, INC.
METHODS AND APPARATUS FOR INFORMATION ORGANIZATION AND EXCHANGE	8,819,070	13/085,239	SIERRA WIRELESS AMERICA, INC.
METHODS AND APPARATUS FOR INFORMATION ORGANIZATION AND EXCHANGE	9,058,368	14/335,293	SIERRA WIRELESS AMERICA, INC.
Methods and Devices for Information Exchange and Routing	9,390,188	13/408,197	SIERRA WIRELESS AMERICA, INC.
METHOD AND SYSTEM FOR REMOTE INTERACTION WITH A VEHICLE VIA WIRELESS COMMUNICATION	7,323,970	11/040,636	SIERRA WIRELESS AMERICA, INC.
SYSTEM AND METHOD FOR MONITORING ALARMS AND RESPONDING TO THE MOVEMENT OF INDIVIDUALS AND ASSETS	7,518,500	11/935,833	SIERRA WIRELESS AMERICA, INC.
METHOD AND SYSTEM FOR INTERACTING WITH A VEHICLE OVER A MOBILE RADIOTELEPHONE NETWORK	7,936,256	12/002,091	SIERRA WIRELESS AMERICA, INC.
SERVICE ESCROWED TRANSPORTABLE WIRELESS EVENT REPORTING SYSTEM	8,265,605	12/012,848	SIERRA WIRELESS AMERICA, INC.
METHOD AND SYSTEM FOR MANAGING SUBSCRIBER IDENTITY MODULES ON WIRELESS NETWORKS FOR MACHINE-TO-MACHINE APPLICATIONS	8,412,186	13/345,018	SIERRA WIRELESS AMERICA, INC.
Service Escrowed Transportable Wireless Event Reporting System	8,543,097	13/568,559	SIERRA WIRELESS AMERICA, INC.
SYSTEM AND METHOD OF TRACKING THE MOVEMENT OF INDIVIDUALS AND ASSETS	8,547,222	11/935,858	SIERRA WIRELESS AMERICA, INC.

Intelligent short message delivery system and method	8,738,046	12/290,048	SIERRA WIRELESS AMERICA, INC.
Dynamic Reverse Geofencing	8,761,795	13/607,955	SIERRA WIRELESS AMERICA, INC.
Service Escrowed Transportable Wireless Event Reporting System	8,855,716	13/971,935	SIERRA WIRELESS AMERICA, INC.
Method and System for Remote Coupling Security System Control	8,970,364	13/644,001	SIERRA WIRELESS AMERICA, INC.
Local Data Appliance for Collecting and Storing Remote Sensor Data	8,990,915	13/435,231	SIERRA WIRELESS AMERICA, INC.
System and Method for Using Alarm System Zones for Remote Objects	9,041,527	13/865,601	SIERRA WIRELESS AMERICA, INC.
ALARM SYSTEM IP NETWORK WITH PSTN OUTPUT	9,054,893	13/194,912	SIERRA WIRELESS AMERICA, INC.
WIRELESS VOIP NETWORK FOR SECURITY SYSTEM MONITORING	9,094,410	13/939,460	SIERRA WIRELESS AMERICA, INC.
WIRELESS SNMP AGENT GATEWAY	9,325,814	13/485,030	SIERRA WIRELESS AMERICA, INC.
Alarm System IP Network with PSTN Output	9,356,798	14/598,737	SIERRA WIRELESS AMERICA, INC.
SYSTEM AND METHOD FOR MONITORING A WIRELESS TRACKING DEVICE	9,373,241	13/937,941	SIERRA WIRELESS AMERICA, INC.
Method and System for Locating a Wireless Tracking Device Associated With a Network of Alarm Panels	9,503,848	14/789,089	SIERRA WIRELESS AMERICA, INC.
MOBILE MANAGEMENT MESSAGE DISTRIBUTION AND ACTIVE ON-NETWORK DETERMINATION	9,510,180	14/272,709	SIERRA WIRELESS AMERICA, INC.
RADIUS ACCOUNTING FEED DISTRIBUTION AND ACTIVE ON-NETWORK DETERMINATION	9,763,025	14/862,701	SIERRA WIRELESS AMERICA, INC.
Analytical Scoring Engine for Remote Device Data	9,785,702	13/092,652	SIERRA WIRELESS AMERICA, INC.
DYNAMIC REVERSE GEOFENCING	9,801,015	14/312,037	SIERRA WIRELESS AMERICA, INC.
System and Method for Using Alarm System Zones for Remote or Mobile Objects	9,824,575	14/721,472	SIERRA WIRELESS AMERICA, INC.
MOTOR FAULT DETECTION SYSTEM AND METHOD	10,107,675	14/830,574	SIERRA WIRELESS AMERICA, INC.
Method and System for Locating a Wireless Tracking Device	10,264,391	15/695,496	SIERRA WIRELESS AMERICA, INC.

DIGITAL UPGRADE SYSTEM AND METHOD	8,041,383	12/713,916	SIERRA WIRELESS AMERICA, INC.
Satellite Based Tracking and Data Device with Multi-Function Radio Frequency Interface	9,119,013	13/081,954	SIERRA WIRELESS AMERICA, INC.
ALARM SENSOR SUPPORTING LONG-RANGE WIRELESS COMMUNICATION	9,153,124	14/013,637	SIERRA WIRELESS AMERICA, INC.
METHOD AND SYSTEM FOR UNTETHERED TWO-WAY VOICE COMMUNICATION FOR AN ALARM SYSTEM	9,177,464	14/039,573	SIERRA WIRELESS AMERICA, INC.
Method and System for Mitigating Invasion Risk Associated with Stranger Interactions in a Security System Environment	9,183,730	14/332,794	SIERRA WIRELESS AMERICA, INC.
Using Statistical Analysis to Infer an Accurate GPS Location for Use in Tracking Devices	9,207,331	13/734,352	SIERRA WIRELESS AMERICA, INC.
WWAN GATEWAY CARRIER CUSTOMIZATION	8,054,778	11/595,487	SIERRA WIRELESS AMERICA, INC.
GATEWAY NETWORK MULTIPLEXING	8,121,071	11/595,380	SIERRA WIRELESS AMERICA, INC.
SELF-PROVISIONING ANTENNA SYSTEM AND METHOD	8,405,547	12/927,990	SIERRA WIRELESS AMERICA, INC.
COMMUNICATION OF MANAGING VENDING OPERATIONS BASED ON WIRELESS DATA	8,126,764	12/985,989	SIERRA WIRELESS AMERICA, INC.
METHOD AND SYSTEM FOR EFFICIENTLY ROUTING MESSAGES	8,060,067	12/704,290	SIERRA WIRELESS AMERICA, INC.