

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7794493

<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>
BLUEHALO, LLC	02/13/2023
INTELLIGENT AUTOMATION, LLC	02/13/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	APOGEM CAPITAL LLC, AS THE COLLATERAL AGENT
<b>Street Address:</b>	227 WEST MONROE STREET, SUITE 5400
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	17690852
Application Number:	17690779
Application Number:	17690870
Application Number:	17690860
Application Number:	17690841
Application Number:	17690732
Application Number:	17690824
Application Number:	17690769
Application Number:	17690747
Application Number:	17690761
Application Number:	17679817
Application Number:	17690849
Application Number:	17690830
Application Number:	16668920
Application Number:	16397285
Application Number:	15393582
Application Number:	14729521
Application Number:	15088665

**CORRESPONDENCE DATA****Fax Number:** (312)902-1061*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.***Phone:** 312-577-8438**Email:** raquel.haleem@katten.com**Correspondent Name:** RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN**Address Line 1:** 525 WEST MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	214338-00502
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<b>NAME OF SUBMITTER:</b>	RAQUEL HALEEM
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<b>SIGNATURE:</b>	/Raquel Haleem/
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<b>DATE SIGNED:</b>	02/13/2023
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 13, 2023, among BlueHalo, LLC, (f/k/a The Aegis Technologies Group, LLC), an Alabama limited liability company (“**BlueHalo**”), BlueHalo Labs, LLC, (f/k/a A-Tech, LLC), a New Mexico limited liability company (“**BlueHalo Labs**”), Intelligent Automation, LLC, a Maryland limited liability company, (“**Intelligent Automation**”; each of Borrower, Blue Halo Labs and Intelligent Automation a “**Grantor**”, and collectively, “**Grantors**”), and Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS

- (A) BlueHalo Financing Holdings (f/k/a Aegis Financing Holdings, LLC), a Delaware limited liability company (“**Holdings**”), BlueHalo Global Holdings, LLC (f/k/a Global Holdings, LLC), a Delaware limited liability company (“**Global Holdings**”), BlueHalo (together with Global Holdings, each a “**Borrower**” and collectively, the “**Borrowers**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”) and the other parties thereto are parties to that certain A&R Credit Agreement dated as of October 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**A&R Credit Agreement**”).
- (B) Grantors are party to that certain Amended and Restated Pledge and Security Agreement, dated as of October 30, 2020 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**A&R Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the A&R Credit Agreement, the A&R Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the A&R Pledge and Security Agreement and used herein have the meaning given to them in the A&R Pledge and Security Agreement.

### SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the A&R Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

**“Intellectual Property Collateral”** means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- i. all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;
- ii. all Patents owned by any Grantor, including those referred to on Schedule I hereto;
- iii. all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;
- iv. all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- v. all reissues, continuations or extensions of the foregoing; and
- vi. all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any Trademark or Patent.

### **SECTION 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

### **SECTION 4 A&R Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the A&R Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the A&R Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the A&R Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the A&R Pledge and Security Agreement, the A&R Pledge and Security Agreement shall control.

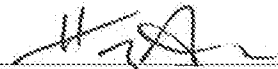
### **SECTION 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

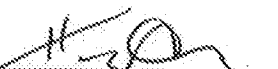
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

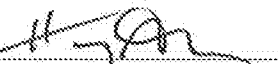
**BLUEHALO, LLC**, an Alabama limited liability company  
as a Grantor

By:   
Name: Henry Albers  
Title: Vice President

**BLUEHALO LABS, LLC**, a New Mexico limited liability company  
as a Grantor

By:   
Name: Henry Albers  
Title: Vice President

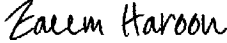
**INTELLIGENT AUTOMATION, LLC**, a Maryland limited liability company  
as a Grantor

By:   
Name: Henry Albers  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**ACCEPTED AND AGREED:**

**APOGEM CAPITAL LLC,**  
as the Collateral Agent

DocuSigned by:  
  
By: 773A5103D6A2485...  
Name: Zaeem Haroon  
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**U.S. COPYRIGHT REGISTRATIONS**

**U.S. Copyrights**

<b>Grantor</b>	<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
BlueHalo, LLC	Vortex UI.	TXu002330851	8/19/22

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT****U.S. PATENT REGISTRATIONS AND APPLICATIONS****U.S. Patents**

<b>Grantor</b>	<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690852	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690779	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690870	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690860	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690841	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690732	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690824	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690769	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY	17690747	3/9/22	N/A	N/A



	BEAMFORMED PHASED ARRAY FEED				
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690761	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17679817	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690849	3/9/22	N/A	N/A
BlueHalo, LLC	SYSTEM AND METHOD FOR A DIGITALLY BEAMFORMED PHASED ARRAY FEED	17690830	3/9/22	N/A	N/A
Intelligent Automation, LLC	System and means for detecting automated programs used to generate social media input	16668920	10/30/19	11005843	5/11/21
Intelligent Automation, LLC	Combined global-local structural health monitoring	16397285	4/29/19	10983095	4/20/21
Intelligent Automation, LLC	System and means for generating synthetic social media data	15393582	12/29/16	10719779	7/21/20
Intelligent Automation, LLC	Self-shielding dynamic network architecture	14729521	6/3/15	10447710	10/15/19
Intelligent Automation, LLC	Security control system for protection of multi-core processors	15088665	4/1/16	10019576	7/10/18

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

**U.S. Trademarks**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
BlueHalo, LLC	B	90976965	11/23/20	6791436	7/12/22
BlueHalo, LLC	BLUEHALO	90976966	11/23/20	6791437	7/12/22
BlueHalo, LLC	BLUEHALO	90976984	11/23/20	6799147	7/19/22
BlueHalo Labs, LLC (F/K/A A-Tech, LLC)	PROTECTION FROM THE SWARM	88767886	1/21/20	6296582	3/16/21