

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7874129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LYTX, INC.	03/29/2023
RECEIVING PARTY DATA	
Name:	GUGGENHEIM CREDIT SERVICES, LLC, AS COLLATERAL AGENT
Street Address:	330 MADISON AVENUE
Internal Address:	11TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	11206465
Patent Number:	11276306
Patent Number:	11452062
Patent Number:	11580336
Patent Number:	11587441
Application Number:	16902025
Patent Number:	11604679
Patent Number:	11290678
Patent Number:	11294370
Patent Number:	11310549
Patent Number:	11425673
Patent Number:	11443528
Application Number:	16693102
Application Number:	17063919
Application Number:	17227175
Application Number:	17374596
Application Number:	17544830
CORRESPONDENCE DATA	

Fax Number:

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: 212.318.6000
Email: JeffreyNegron@PaulHastings.com
Correspondent Name: JEFFREY NEGRON
Address Line 1: PAUL HASTINGS LLP
Address Line 2: 200 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	JEFFREY M. NEGRON
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SIGNATURE:	/s/ Jeffrey M. Negron
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DATE SIGNED:	03/30/2023
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Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 29, 2023 (this “Agreement”), among Lytx, Inc. (the “Grantor”) and Guggenheim Credit Services, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated Credit Agreement dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Padres Holdings, Inc., a Delaware corporation (“Holdings”), Lytx, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Guggenheim Credit Services, LLC, as Administrative Agent and Collateral Agent and (b) the Amended and Restated Collateral Agreement dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Patents, including those listed on Schedule I attached hereto (the “Patent Collateral”), (ii) all Proceeds and products of the Patent Collateral, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patent Collateral. This Agreement is not to be construed as an assignment of any Patent.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

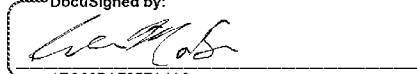
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LYTX, INC., as the Grantor

DocuSigned by:



By:

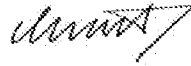
Name: **Brendan MacKenzie**

Title: Senior Vice President and Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 063158 FRAME: 0503

GUGGENHEIM CREDIT SERVICES, LLC,
as Collateral Agent



By: _____
Name: Julio Quintero
Title: Attorney-in-Fact

[Signature Page to Patent Security Agreement]

Schedule I**Patents**

Title	Jurisdiction	Application No.	Filing Date	Patent No.	Issue Date	Current Owner of Record
Adaptive methods to minimize data storage and data transfer	U.S.	16/834110	2020-03-30	11206465	2021-12-21	LytX, Inc.
Location tracking after power loss	U.S.	16/841470	2020-04-06	11276306	2022-03-15	LytX, Inc.
Edge model detection and management for distributed data collection	U.S.	17/018881	2020-09-11	11452062	2022-09-20	LytX, Inc.
Leveraging machine vision and artificial intelligence in assisting emergency agencies	U.S.	17/018873	2020-09-11	11580336	2023-02-14	LytX, Inc.
Location risk determination and ranking based on vehicle events and/or an accident database	U.S.	17/491294	2021-09-30	11587441	2023-02-21	LytX, Inc.
Sensor Fusion for Collision Detection	U.S.	16/902025	2020-06-15	Pending	Pending	LytX, Inc.
Dynamic Workload Shifting within a Connected Vehicle	U.S.	17/016201	2020-09-09	11604679	23-03-14	LytX, Inc.
Digital Video Recorder Privacy	U.S.	17/082807	2020-10-28	11290678	22-03-29	LytX, Inc.
Determining Driver Engagement with Autonomous Vehicle	U.S.	16/721804	2019-12-19	11294370	22-05-04	LytX, Inc.
Telematics Integration Enabling Indexing and Viewing of Associated Event Videos	U.S.	16/995584	202-08-17	11310549	22-19-04	LytX, Inc.

Time Synchronization for sensor data recording devices	U.S.	17/025807	2020-09-18	11425673	22-08-23	Lytx, Inc.
Classification using multiframe analysis	U.S.	17/109499	2020-12-02	11443528	22-09-13	Lytx, Inc.
ROUTE SAFETY SCORE	U.S.	16/693102	2019-11-22	Pending	Pending	Lytx, Inc.
TRACTOR TRAILER DATA LINK FOR A SEMI TRUCK	U.S.	17/063919	2020-10-06	Pending	Pending	Lytx, Inc.
AUTOMATED TRAINING DATA QUALITY PROCESS	U.S.	17/227175	2021-04-09	Pending	Pending	Lytx, Inc.
RANGING SYSTEM DATA UTILIZATION FOR MARKING OF VIDEO DATA OF INTERESTS	U.S.	17/374596	2021-07-13	Pending	Pending	Lytx, Inc.
MANAGING A TIME REFERENCE	U.S.	17/544830	2021-12-07	Pending	Pending	Lytx, Inc.