## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7885897

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
UNIGROUP, C.A.	04/04/2023

### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 SOUTH DEARBORN ST.
Internal Address:	FLOOR 35
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	8700537
Patent Number:	9934546

#### **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.

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Correspondent Name: BRYAN CAVE LEIGHTON PAISNER LLP

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ATTORNEY DOCKET NUMBER:	1001783.000233	
NAME OF SUBMITTER:	CHRISTINA LONDONO	
SIGNATURE:	/Christina Londono/	
DATE SIGNED:	04/05/2023	

#### **Total Attachments: 5**

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PATENT 507838758 REEL: 063230 FRAME: 0394

#### PATENT SECURITY AGREEMENT

This Patent Security Agreement ("Patent Security Agreement"), dated as of April 4, 2023, is made by UNIGROUP, C.A., a Missouri cooperative association ("Grantor") in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders under the Credit Agreement referred to below (the "Secured Party").

WHEREAS, Grantor and Secured Party have entered into that certain Credit Agreement dated as of April 4, 2023 (the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, Each Grantor has, pursuant to that certain Pledge and Security Agreement, dated as of April 4, 2023 (the "Security Agreement") granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor in order to secure the Obligations, and has agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office. The Grantor is entering into this Patent Security Agreement in order to induce the Lenders to enter into and extend credit to the Grantor under the Credit Agreement.

NOW, THEREFORE, Grantor and Secured Party agree as follows:

- 1. **Grant of Security**. Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral"):
- (a) the patents, patent applications, and patent licenses set forth in **Schedule 1** hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");
- (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. **Recordation**. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon Secured Party's request.
- 3. **Loan Documents**. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Patent Collateral are as provided by the Credit Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

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- 4. **Execution in Counterparts**. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Subject to the terms of the Credit Agreement, delivery of an executed counterpart of a signature page of this Patent Security Agreement that is an Electronic Signature transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.
- 5. **Successors and Assigns**. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Governing Law**. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MISSOURI, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page to follow]

PATENT REEL: 063230 FRAME: 0396 Grantor and Secured Party have executed this Patent Security Agreement as of the date first above written.

SECURED PARTY	GRANTOR
JPMORGAN CHASE BANK, N.A.,	UNIGROUP, C.A.
as Administrative Agent	

By: By: By: Name: James C. Link

Fille: Navolizaci CESCLI Title: Chief Financial Officer

Grantor and Secured Party have executed this Patent Security Agreement as of the date first above written.

SECURED PARTY	GRANTOR
JPMORGAN CHASE BANK, N.A., as Administrative Agent	UNIGROUP, C.A.
By:	By: one
Name:	Name: James C. Link
Title:	Title: Chief Financial Officer

## **SCHEDULE 1**

# PATENTS, APPLICATIONS, AND LICENSES

Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
Method And Apparatus For Providing Integrated Multi- entity Management Of A Workflow For quotes In The Moving Industry	8,700,537	April 15, 2014	UniGroup, C.A.
Method and Apparatus for Providing Integrated Multi- Entity Management of a Workflow for Quotes in the Moving Industry	9,934,546	April 3, 2018	UniGroup, C.A.

Schedule 1 to Patent Security Agreement

**RECORDED: 04/05/2023** 

PATENT REEL: 063230 FRAME: 0399