# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7879276

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
LOGRHYTHM, INC.	03/30/2023

### **RECEIVING PARTY DATA**

Name:	TRUIST BANK		
Street Address:	303 PEACHTREE STREET, N.E.		
Internal Address:	25TH FLOOR		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Application Number:	17664804
Application Number:	18148743
Application Number:	63269689
Application Number:	17929570

### **CORRESPONDENCE DATA**

**Fax Number:** (212)354-8113

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.

**Email:** iprecordations@whitecase.com

Correspondent Name: SYDNEY CRUTE

Address Line 1: 1221 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1135397-0157-CZ49	
NAME OF SUBMITTER:	SYDNEY CRUTE
SIGNATURE:	/Sydney Crute/
DATE SIGNED:	03/31/2023

## **Total Attachments: 5**

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PATENT 507832139 REEL: 063295 FRAME: 0308

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PATENT REEL: 063295 FRAME: 0309

### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of March 30, 2023, is entered into by LOGRHYTHM, INC., a Delaware corporation (the "Grantor") and TRUIST BANK (as successor by merger to SunTrust Bank), as Administrative Agent for the Secured Parties, including the banks and other financial institutions or entities party thereto from time to time to the Credit Agreement (as defined below) (together with its permitted successor and permitted assigns, the "Administrative Agent") pursuant to that certain Guarantee and Collateral Agreement, dated as of May 9, 2019 (such agreement, as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), by and among Grantor, the other Grantors (as defined therein) party thereto from time to time and Administrative Agent, and pursuant to that certain Credit Agreement, dated as of May 9, 2019 (such agreement, as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among Grantor, as Borrower, TENACITY HOLDINGS, LLC, a Delaware limited liability company, as Holdings, the Lenders party thereto from time to time, Administrative Agent, and the other Persons party thereto from time to time. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Administrative Agent a security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Administrative Agent hereby agree as follows:

### 1. Grant of Security Interest

- (a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Patents" means all of the following included in the Collateral: (i) all letters patent of the United States and all reissues and extensions thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for the foregoing and all divisions, reexaminations, renewals, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto and (iii) all rights to obtain any reissues or extensions of the foregoing; provided that, for the avoidance of doubt, Patents shall not include any Excluded Assets.
- (b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

#### 2. Modifications

PATENT REEL: 063295 FRAME: 0310 This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement and the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes Administrative Agent, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by Administrative Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

### 3. <u>Recordation</u>.

Grantor authorizes and requests the Commissioner for Patents and any other government officials to record and register this Agreement.

## 4. <u>Administrative Agent</u>.

The Administrative Agent shall act hereunder only in accordance with the terms and conditions of the Credit Agreement. Any and all actions the Administrative Agent takes or omits to take hereunder shall be covered by the indemnity provisions of the Credit Agreement which shall be deemed to be incorporated by reference herein. In the case of a conflict between this Agreement, and the Credit Agreement, the Credit Agreement shall govern the rights and obligations of the Administrative Agent.

## 5. <u>Applicable Law</u>

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

### 6. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

#### 7. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

PATENT REEL: 063295 FRAME: 0311 IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR**:

LOGRHYTHM, INC.

By: Juny Cant

Name: Barry Capoot

Title: Chief Financial Officer

## **ADMINISTRATIVE AGENT:**

TRUIST BANK

By: Quy Scheper

Paige Scheper

Title: Director

[Signature Page to Patent Security Agreement]

# **SCHEDULE A**

## TO

## PATENT SECURITY AGREEMENT

# Patent Applications

Title	App . Number	App. Date	Owner	Jurisdiction
ADVANCED				
INTELLIGENCE				
ENGINE	17/664,804	5/24/2022	LogRhythm, Inc.	US
RISK BASED				
PRIORITY				
PROCESSING OF	10/1/0 = 10	10/00/000		***
DATA	18/148,743	12/30/2022	LogRhythm, Inc.	US
SECURITY				
INTELLIGENCE				
PLATFORM				
ARCHITECTURE				
AND	63/360 680	2/21/2022	ID141 I	TIC
FUNCTIONALITY	63/269,689	3/21/2022	LogRhythm, Inc.	US
SECURITY				
INTELLIGENCE				
PLATFORM				
ARCHITECTURE				
AND				
FUNCTIONALITY	17/929,570	9/2/2022	LogRhythm, Inc.	US

PATENT REEL: 063295 FRAME: 0314

**RECORDED: 03/31/2023**