

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7929333

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|---|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| DETICA PATENT LIMITED | 04/19/2023 |
| RECEIVING PARTY DATA | |
| Name: | JPMORGAN CHASE BANK, N.A. |
| Street Address: | 10 SOUTH DEARBORN |
| Internal Address: | FLOOR L2, SUITE IL 1-145 |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603-2300 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 10587650 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <i>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.</i> | |
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| Email: | ipdept@willkie.com |
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| Address Line 4: | NEW YORK, NEW YORK 10019 |
| ATTORNEY DOCKET NUMBER: | 125180/61 |
| NAME OF SUBMITTER: | SPENCER SIMON |
| SIGNATURE: | /Spencer Simon/ |
| DATE SIGNED: | 05/01/2023 |
| Total Attachments: 5 | |
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT is entered into as of April 19, 2023, (this “Agreement”), between Detica Patent Limited, a limited liability company incorporated in Ireland and bearing the company registration number 392814 (the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders (together with its successors and assigns, in such capacities, “Agent”).

WHEREAS, pursuant to that certain Credit Agreement dated as of October 27, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among SymphonyAI LLC, a Delaware limited liability company, as Borrower, the Loan Parties party thereto, the Grantor as a Loan Party, the Lenders party thereto from time to time, and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, on behalf of and for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of October 27, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”) solely in relation to the Patents; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, on behalf of and for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including by reference) in the Security Agreement.

2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Lenders, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Patent Collateral”):

- A. all Patents and applications therefor in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all reissues, divisionals, continuations, continuations-in-part, substitutes, renewals, reexaminations and extensions thereof, and all amendments to and improvements on the foregoing;
- C. all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements of any of the foregoing;

- D. all rights to sue or otherwise recover for past, present and future infringements, dilutions or violations of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- E. all rights corresponding to any of the foregoing; and
- F. to the extent not covered above, all proceeds and products of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

3. Security for Secured Obligations. This Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, or any of them, to Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy, insolvency or reorganization involving any Grantor.

4. Security Agreement. The security interests granted to Agent herein are granted in furtherance, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Patent Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

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

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

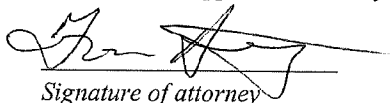
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR

Signed for and on behalf of and as the deed of


DETICA PATENT LIMITED

by its lawfully appointed attorney:


Signature of attorney

FRONT HEAVENY
Print name of attorney

in the presence of:


Witness-signature

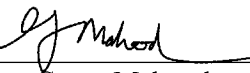
FRONT HEAVENY
Witness name

CARL SULLIVAN *may's ARBOY DUBLIN 7*
Witness address

SOLICITOR
Witness occupation

[Signature Page to Patent Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Grace Mahood
Title: Vice President

SCHEDULE I

| Owner | Title | Filing or Registration Date | Application or Registration No. | Country |
|--------------------------|-------------------------|--|--|----------------|
| Detica Patent Limited | Communications Security | 3/10/2020 | 10,587,650 | US |