

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7943247

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| TRANSFORM SR BRANDS LLC | 04/27/2023 |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------|
| Name: | JPP, LLC |
| Street Address: | 1170 KANE CONCOURSE, SUITE 200 |
| City: | BAY HARBOR ISLANDS |
| State/Country: | FLORIDA |
| Postal Code: | 33154 |

PROPERTY NUMBERS Total: 51

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 11164410 |
| Patent Number: | 11301905 |
| Patent Number: | 11392993 |
| Patent Number: | 11435137 |
| Patent Number: | 11455233 |
| Patent Number: | 11501235 |
| Patent Number: | 11508208 |
| Application Number: | 16870700 |
| Application Number: | 16889940 |
| Application Number: | 16891568 |
| Application Number: | 16921105 |
| Application Number: | 16921166 |
| Application Number: | 16933293 |
| Application Number: | 17012316 |
| Application Number: | 17018132 |
| Application Number: | 17034045 |
| Application Number: | 17062729 |
| Application Number: | 17068295 |
| Application Number: | 17070831 |
| Application Number: | 17088273 |

PATENT

| Property Type | Number |
|---------------------|----------|
| Application Number: | 17089118 |
| Application Number: | 17089163 |
| Application Number: | 17134637 |
| Application Number: | 17315469 |
| Application Number: | 17321735 |
| Application Number: | 17340897 |
| Application Number: | 17466174 |
| Application Number: | 17471274 |
| Application Number: | 17475453 |
| Application Number: | 17529353 |
| Application Number: | 17539881 |
| Application Number: | 17590942 |
| Application Number: | 17591674 |
| Application Number: | 17677322 |
| Application Number: | 17683498 |
| Application Number: | 17684480 |
| Application Number: | 17700762 |
| Application Number: | 17705483 |
| Application Number: | 17717365 |
| Application Number: | 17722619 |
| Application Number: | 17838354 |
| Application Number: | 17844592 |
| Application Number: | 17881149 |
| Application Number: | 17886829 |
| Application Number: | 17893047 |
| Application Number: | 17902006 |
| Application Number: | 17942323 |
| Application Number: | 17943264 |
| Application Number: | 17961784 |
| Application Number: | 17961794 |
| Application Number: | 17977945 |

CORRESPONDENCE DATA

Fax Number: (617)646-8646

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: 6176468000

Email: Hilary.Fallow@WolfGreenfield.com, neil.ferraro@wolfgreenfield.com,
kelly.o'neil@wolfgreenfield.com

Correspondent Name: NEIL P. FERRARO

Address Line 1: WOLF, GREENFIELD & SACKS, P.C.
Address Line 2: 600 ATLANTIC AVENUE
Address Line 4: BOSTON, MASSACHUSETTS 02210

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| ATTORNEY DOCKET NUMBER: | J0350.90000US00 |
|--------------------------------|-----------------|

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| NAME OF SUBMITTER: | NEIL P. FERRARO |
|---------------------------|-----------------|

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|-------------------|-------------------|
| SIGNATURE: | /Neil P. Ferraro/ |
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|---------------------|------------|
| DATE SIGNED: | 05/09/2023 |
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Total Attachments: 9

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SUPPLEMENT TO PATENT SECURITY AGREEMENT

This SUPPLEMENT TO UNITED STATES PATENT SECURITY AGREEMENT, dated as of April 27, 2023 (“Supplement”), by Transform SR Brands LLC (the “Grantor”), is in favor of JPP, LLC in its capacity as Agent (in such capacity, the “Agent”) and is a supplement to that Patent Security Agreement, dated as of May 14, 2020, by the Grantor in favor of the Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that Guarantee and Collateral Agreement, dated as of May 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent, pursuant to which the Grantor is required to execute and deliver this Supplement evidencing the security interest granted under the Security Agreement;

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

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Supplement, “Patents” means, collectively, all patents, patent applications and industrial designs (whether established or registered or recorded in the United States, or any other country or any political subdivision thereof), together with any and all: (i) inventions described and claimed therein, (ii) reissues, extensions, divisions, continuations and continuations-in-part thereof, (iii) income, fees, royalties, damages, claims and payments now or hereafter due or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (iv) rights to sue for past, present or future infringements or other violations thereof, and (v) rights corresponding thereto throughout the world.

SECTION 2. Grant of Security Interest in Patent Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations, the Grantor hereby grants to the Agent, for the ratable benefit of the Credit Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest to the extent such property constitutes Collateral under the Security Agreement (collectively, the “Patent Collateral”):

(a) all Patents owned by the Grantor, including the issued and applied-for Patents listed on Schedule I attached hereto; and

(b) to the extent not otherwise included, all Proceeds, insurance claims, Supporting Obligations and products of any and all of the foregoing; and all collateral security and guarantees given by any Person with respect to any of the foregoing.

For the avoidance of doubt, (i) in no event shall "Patent Collateral" include any Excluded Property and (ii) the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

SECTION 3. Security Agreement. This Supplement evidences the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral are more fully set forth in the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. The term of this Supplement shall be co-terminous with the Security Agreement and the Agent shall execute, acknowledge and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement upon the termination of the Security Agreement.

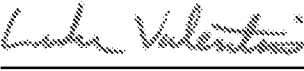
SECTION 5. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 6. Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Supplement by telecopier or electronic mail of "PDF" file shall be effective as delivery of a manually executed counterpart of this Supplement.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this SUPPLEMENT TO PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

Transform SR Brands LLC

By: 
Name: Luke Valentino
Title: Secretary

Accepted and Agreed:

JPP, LLC, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this SUPPLEMENT TO PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.


Transform SR Brands LLC

By: _____
Name:
Title:

Accepted and Agreed:

JPP, LLC, as Agent

By:


Name: Edward S. Lampert
Title: Chief Executive Officer

SCHEDULE I
to
SUPPLEMENT TO PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

| Owner | Title | Application Number | Application Date | Patent Number | Grant Date | Country / Region |
|-------------------------|---|---------------------------|-------------------------|----------------------|-------------------|-------------------------|
| Transform SR Brands LLC | SMART HOME DELIVERY AND SERVICES | 16/901345 | 6/15/2020 | 11164410 | 11/2/2021 | US - (United States) |
| Transform SR Brands LLC | HEURISTIC CLUSTERING | 17/085858 | 10/30/2020 | 11301905 | 4/12/2022 | US - (United States) |
| Transform SR Brands LLC | SYSTEM AND METHOD PROVIDING PERSONALIZED RECOMMENDATIONS | 17/012300 | 9/4/2020 | 11392993 | 7/19/2022 | US - (United States) |
| Transform SR Brands LLC | DOOR ALARM SYSTEM AND REFRIGERATION DEVICE | 17/017983 | 9/11/2020 | 11435137 | 9/6/2022 | US - (United States) |
| Transform SR Brands LLC | PERFORMANCE UTILITIES FOR MOBILE APPLICATIONS | 17/088682 | 11/4/2020 | 11455233 | 9/27/2022 | US - (United States) |
| Transform SR Brands LLC | SYSTEM AND METHOD SUPPORTING ONGOING WORKER FEEDBACK | 17/012435 | 9/4/2020 | 11501235 | 11/15/2022 | US - (United States) |
| Transform SR Brands LLC | SYSTEM AND METHOD FOR ON-LINE GAME BASED ON CONSUMER WISH LIST | 17/134616 | 12/28/2020 | 11508208 | 11/22/2022 | US - (United States) |
| Transform SR Brands LLC | JOINT GIFT REGISTRY | 16/870700 | 5/8/2020 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEMS AND METHODS OF TARGETED INTERACTIONS FOR INTEGRATED RETAIL APPLICATIONS | 16/889940 | 6/2/2020 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEM AND METHOD FOR HANDLING AN OFFER TO PURCHASE A FOLLOWED ITEM | 16/891568 | 6/3/2020 | | | US - (United States) |

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| Transform SR Brands LLC | METHOD AND SYSTEM FOR GESTURE-BASED CROSS CHANNEL COMMERCE AND MARKETING | 16/921105 | 7/6/2020 | | | US - (United States) |
| Transform SR Brands LLC | REDUNDANT ACTUATION LOCK DECOUPLING SYSTEM AND METHODS OF USE | 16/921166 | 7/6/2020 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEMS AND METHODS FOR DISTRIBUTING CUSTOMIZABLE AND SHAREABLE TIERED OFFERS | 16/933293 | 7/20/2020 | | | US - (United States) |
| Transform SR Brands LLC | RECOMMENDATIONS BASED ON EXPLICIT USER SIMILARITY | 17/012316 | 9/4/2020 | | | US - (United States) |
| Transform SR Brands LLC | LOYALTY PROGRAM SYSTEM, APPARATUS, AND MEDIA | 17/018132 | 9/11/2020 | | | US - (United States) |
| Transform SR Brands LLC | METHOD AND SYSTEM FOR EMERGENT DATA PROCESSING | 17/034045 | 9/28/2020 | | | US - (United States) |
| Transform SR Brands LLC | CONSUMER GAME | 17/062729 | 10/5/2020 | | | US - (United States) |
| Transform SR Brands LLC | CHARGER, CHARGE INDICATOR, AND ASSOCIATED METHODS | 17/068295 | 10/12/2020 | | | US - (United States) |
| Transform SR Brands LLC | SALES PROMOTION USING PRODUCT COMPARISON | 17/070831 | 10/14/2020 | | | US - (United States) |
| Transform SR Brands LLC | METHOD AND SYSTEM FOR PROVIDING ALTERNATIVE RESULT FOR AN ONLINE SEARCH PREVIOUSLY WITH NO RESULT | 17/088273 | 11/3/2020 | | | US - (United States) |
| Transform SR Brands LLC | METHOD AND SYSTEM FOR CREATING STEP BY STEP PROJECTS | 17/089118 | 11/4/2020 | | | US - (United States) |
| Transform SR Brands LLC | METHODS AND SYSTEMS SUPPORTING ONLINE SHOPPING AS A SHARED AND SOCIAL ACTIVITY | 17/089163 | 11/4/2020 | | | US - (United States) |

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| Transform SR Brands LLC | SYSTEM AND METHOD FOR USING DATA POINTS COLLECTED FROM A CUSTOMER TO PROVIDE CUSTOMER SPECIFIC OFFERINGS | 17/134637 | 12/28/2020 | | | US - (United States) |
| Transform SR Brands LLC | SIMPLE AND ASSISTED MECHANISM FOR REGISTERING AN INTERNET-OF-THINGS (IOT) DEVICE | 17/315469 | 5/10/2021 | | | US - (United States) |
| Transform SR Brands LLC | SENSORS FOR DETECTING PRESENCE, OCCUPANCY, AND/OR MOTION AND RELATED SYSTEMS AND METHODS | 17/321735 | 5/17/2021 | | | US - (United States) |
| Transform SR Brands LLC | PORTABLE POWER TOOL, BATTERY PACK, AND CELL CONFIGURATIONS FOR SAME | 17/340897 | 6/7/2021 | | | US - (United States) |
| Transform SR Brands LLC | TWO-IN-ONE UPRIGHT VACUUM | 17/466174 | 9/3/2021 | | | US - (United States) |
| Transform SR Brands LLC | PRODUCT AND CONTENT ASSOCIATION | 17/471274 | 9/10/2021 | | | US - (United States) |
| Transform SR Brands LLC | SMART HOME DELIVERY AND SERVICES | 17/475453 | 9/15/2021 | | | US - (United States) |
| Transform SR Brands LLC | MERCHANDISE RETURN AND/OR EXCHANGE SYSTEMS, METHODS, AND MEDIA | 17/529353 | 11/18/2021 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEMS AND METHODS FOR DETERMINING OFFER ELIGIBILITY USING A PREDICATE LOGIC TREE AGAINST SETS OF INPUT DATA | 17/539881 | 12/1/2021 | | | US - (United States) |
| Transform SR Brands LLC | LEARNING MANAGEMENT SYSTEM | 17/590942 | 2/2/2022 | | | US - (United States) |
| Transform SR Brands LLC | GIFT REGISTRY | 17/591674 | 2/3/2022 | | | US - (United States) |
| Transform SR Brands LLC | SLIDE BATTERY AND POWER TOOL FOR USE WITH BOTH SLIDE AND POST BATTERIES | 17/677322 | 2/22/2022 | | | US - (United States) |

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| Transform SR Brands LLC | METHOD AND SYSTEM FOR AUTOMATED TARGETED POLLING VIA AN E-COMMERCE PROMOTIONS PLATFORM | 17/683498 | 3/1/2022 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEMS AND METHODS FOR PROVIDING AN E-COMMERCE SLIP CART | 17/684480 | 3/2/2022 | | | US - (United States) |
| Transform SR Brands LLC | METHODS AND SYSTEMS FOR MIGRATING DATA BETWEEN SYSTEMS WITHOUT DOWNTIME | 17/700762 | 3/22/2022 | | | US - (United States) |
| Transform SR Brands LLC | CUSTOMER CLUSTERING USING INTEGER PROGRAMMING | 17/705483 | 3/28/2022 | | | US - (United States) |
| Transform SR Brands LLC | HEURISTIC CLUSTERING | 17/717365 | 4/11/2022 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEM, APPARATUS, AND MEDIA FOR CHANGING STATE OF AN INTERNET OF THINGS (IOT) DEVICE | 17/722619 | 4/18/2022 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEM AND METHOD PROVIDING PERSONALIZED RECOMMENDATIONS | 17/838354 | 6/13/2022 | | | US - (United States) |
| Transform SR Brands LLC | OUT-OF-STORE PURCHASE ROUTING SYSTEMS, METHODS, AND MEDIA | 17/844592 | 6/20/2022 | | | US - (United States) |
| Transform SR Brands LLC | METHOD AND SYSTEM ENABLING CROWDSOURCED PEER TO PEER PRODUCT RENTAL | 17/881149 | 8/4/2022 | | | US - (United States) |
| Transform SR Brands LLC | PERFORMANCE UTILITIES FOR MOBILE APPLICATIONS | 17/886829 | 8/12/2022 | | | US - (United States) |
| Transform SR Brands LLC | AIR AGITATOR NOZZLE SYSTEM | 17/893047 | 8/22/2022 | | | US - (United States) |
| Transform SR Brands LLC | DOOR ALARM SYSTEM AND REFRIGERATION DEVICE | 17/902006 | 9/2/2022 | | | US - (United States) |

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| Transform SR Brands LLC | METHOD AND APPARATUS FOR USING GESTURES IN A REFRIGERATOR DISPENSING SYSTEM | 17/942323 | 9/12/2022 | | | US - (United States) |
| Transform SR Brands LLC | AUTOMATICALLY SWITCHING COMMUNICATION PATHWAYS BETWEEN CONNECTED DEVICES | 17/943264 | 9/13/2022 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEM AND METHOD SUPPORTING ONGOING WORKER FEEDBACK | 17/961784 | 10/7/2022 | | | US - (United States) |
| Transform SR Brands LLC | SYSTEM AND METHOD FOR ON-LINE GAME BASED ON CONSUMER WISH LIST | 17/961794 | 10/7/2022 | | | US - (United States) |
| Transform SR Brands LLC | METHODS AND SYSTEMS FOR MIGRATING DATA BETWEEN SYSTEMS WITHOUT DOWNTIME | 17/977945 | 10/31/2022 | | | US - (United States) |