

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7945303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
OPTANIX, INC.	05/09/2023
VOLOGY, INC.	05/09/2023
RECEIVING PARTY DATA	
Name:	WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC
Street Address:	10 S. WACKER DR. 17TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7028228
Patent Number:	7069480
Patent Number:	7197561
Patent Number:	7296194
Patent Number:	7509540
Patent Number:	7600160
Patent Number:	7971106
Patent Number:	8499204
Patent Number:	7818201
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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>	
Phone:	6142803566
Email:	james.murray@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	MATTHEW T. CALLAHAN

PATENT

SIGNATURE:	/Matthew T. Callahan/
DATE SIGNED:	05/10/2023
Total Attachments: 8 source=Patent Security Agreement (Wells Fargo_ATSG) (Execution Version)#page1.tif source=Patent Security Agreement (Wells Fargo_ATSG) (Execution Version)#page2.tif source=Patent Security Agreement (Wells Fargo_ATSG) (Execution Version)#page3.tif source=Patent Security Agreement (Wells Fargo_ATSG) (Execution Version)#page4.tif source=Patent Security Agreement (Wells Fargo_ATSG) (Execution Version)#page5.tif source=Patent Security Agreement (Wells Fargo_ATSG) (Execution Version)#page6.tif source=Patent Security Agreement (Wells Fargo_ATSG) (Execution Version)#page7.tif source=Patent Security Agreement (Wells Fargo_ATSG) (Execution Version)#page8.tif	

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Optanix, Inc.
Vology, Inc.

2. Name and address of receiving party(ies)

Name: Wells Fargo Commercial Distribution
Internal Address: Finance, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 5/9/23

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

Street Address: 10 S. Wacker Dr. 17th Floor

City: Chicago

State: IL

Country: USA Zip: 60606

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)
7028228; 7069480; 7197561; 7296194;
7509540; 7600160; 7971106; 8499204;
7818201

Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Matthew Callahan

Internal Address: Otterbourg P.C.

Street Address: 230 Park Ave

City: New York

State: NY Zip: 10169

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized UserName _____

9. Signature: /s/Matthew T. Callahan

Matthew Callahan

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 063590 FRAME: 0215

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made as of this 9th day of May, 2023 by each of the signatories hereto indicated as a grantor (each a “Grantor” and collectively, the “Grantors”), and WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC, for the benefit of itself and the other Secured Parties (together with its successors and assigns, the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Lender, WELLS FARGO BANK, N.A. (“Wells Fargo”), ATSG, INC. (formerly AXISPOINT TECHNOLOGY SOLUTIONS GROUP, INC.), a New York corporation (“ATSG”), SHOREGROUP HOLDINGS, INC., a Delaware corporation (“Shoregroup Holdings”), SHOREGROUP SOLUTIONS LLC, a Delaware limited liability company (“Shoregroup Solutions”), OPTANIX HOLDINGS, INC., a Delaware corporation (“Optanix Holdings”), OPTANIX, INC., a New York corporation (“Optanix”), MTM TECHNOLOGIES, INC., a Delaware corporation (“MTM”), DINCLOUD, INC., a Nevada corporation (“Dincloud”), VOLOGY, INC., a Florida corporation (“Vology”), XENTAURS, LLC, a Delaware limited liability company (“Xentaurs”), together with ATSG, Shoregroup Holdings, Shoregroup Solutions, Optanix Holdings, Optanix, MTM, Dincloud, Vology, and together with each other Person joined thereto as a Borrower from time to time in accordance with Section 6.20 thereof, each, a “Borrower” and collectively, the “Borrowers”), ATSG, as Borrower Representative, and ATSG HOLDINGS, INC., a Delaware corporation (“Holdings” and together with each other Person who becomes a guarantor thereunder, individually a “Guarantor” and collectively the “Guarantors”), the Lender and the other Secured Parties are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Lender that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender this Patent Security Agreement for the purpose of filing at the United States Patent and Trademark Office.

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. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** The Grantor hereby grants, mortgages, pledges and hypothecates to the Lender, for the benefit of itself and the other Secured Parties, a continuing security interest in and Lien on all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”):

(i) any and all of the Grantor's pending and issued U.S. Patents listed or required to be listed on Schedule I hereto, (ii) all issued, original, continuation, continuation-in-part, divisional, reissue and re-examinations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or other violations thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all of each Grantor's rights corresponding to the foregoing;

provided, however, that Patent Collateral shall not include any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Lender, for the benefit of itself and the other Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Patent Security 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 Patent Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Patent Security Agreement.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Patent Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof or thereof and any determinations with respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of New York.

7. CONSTRUCTION. Each definition of an agreement in this Patent Security Agreement shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Lender. Except

where the context otherwise requires, definitions imparting the singular shall include the plural and vice versa. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Patent Security Agreement shall refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement, unless otherwise specifically provided herein. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", whether or not so expressly stated in each such instance. The word "will" shall be construed to have the same meaning and effect as the word "shall". "Writing", "written" and comparable terms refer to printing, typing, computer disk, e-mail and other means of reproducing words in a visible form. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and permitted assigns. All terms used herein which are defined in Article 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

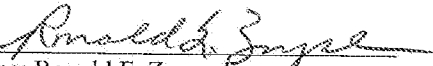
8. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary in this Patent Security Agreement, the Liens and rights granted to the Lender pursuant to this Patent Security Agreement or the other Loan Documents, and the exercise of any right or remedy by Lender hereunder or thereunder, are subject to the provisions of the ABL/TL Intercreditor Agreement. In the event of any conflict between the terms of the ABL/TL Intercreditor Agreement and this Patent Security Agreement or any other Loan Document, the terms of the ABL/TL Intercreditor Agreement shall govern and control.

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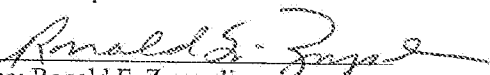
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

OPTANIX, INC.,
a New York corporation

By: 
Name: Ronald F. Zampolin
Title: Secretary and Treasurer

VOLOGY, INC.,
a Florida corporation

By: 
Name: Ronald F. Zampolin
Title: Secretary and Treasurer

[Signature Pages Continue]

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO COMMERCIAL DISTRIBUTION
FINANCE, LLC**

By 

Name: Fahad Haroon

Title: Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

Borrower Party	Title	Jurisdiction	App. No.	Filing Date	Patent No.	Issue Date	Status
Optanix, Inc.	METHOD AND APPARATUS FOR IDENTIFYING PROBLEMS IN COMPUTER NETWORKS	U.S. Federal	10108962	3/28/2002	7028228	4/11/2006	Issued
Optanix, Inc.	METHOD AND APPARATUS FOR IDENTIFYING PROBLEMS IN COMPUTER NETWORKS	U.S. Federal	10919948	08/17/2004	7069480	06/27/2006	Issued
Optanix, Inc.	METHOD AND APPARATUS FOR MAINTAINING THE STATUS OF OBJECTS IN COMPUTER NETWORKS USING VIRTUAL STATE MACHINES	U.S. Federal	10109481	03/28/2002	7197561	03/27/2007	Issued
Optanix, Inc.	METHOD AND APPARATUS FOR MAINTAINING THE STATUS OF OBJECTS IN COMPUTER NETWORKS USING VIRTUAL STATE MACHINES	U.S. Federal	10919887	08/17/2004	7296194	11/13/2007	Issued
Optanix, Inc.	METHOD AND APPARATUS FOR MAINTAINING THE STATUS OF OBJECTS IN COMPUTER NETWORKS USING VIRTUAL STATE MACHINES	U.S. Federal	11937798	11/09/2007	7509540	03/24/2009	Issued

Optanix, Inc.	METHOD AND APPARATUS FOR IDENTIFYING PROBLEMS IN COMPUTER NETWORKS	U.S. Federal	11399965	04/07/2006	7600160	10/06/2009	Issued
Optanix, Inc.	METHOD AND APPARATUS FOR MAINTAINING THE STATUS OF OBJECTS IN COMPUTER NETWORKS USING VIRTUAL STATE MACHINES	U.S. Federal	12409633	03/24/2009	7971106	06/28/2011	Issued
Optanix, Inc.	METHOD AND APPARATUS FOR MAINTAINING THE STATUS OF OBJECTS IN COMPUTER NETWORKS USING VIRTUAL STATE MACHINES	U.S. Federal	13170874	06/28/2011	8499204	07/30/2013	Issued
Vology, Inc.	LEAD REFERRAL SYSTEM	U.S. Federal	11395503	03/31/2006	7818201	10/19/2010	Issued