# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7989771

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

### **CONVEYING PARTY DATA**

| Name                    | Execution Date |
|-------------------------|----------------|
| TRANSFORM SR BRANDS LLC | 06/05/2023     |

### **RECEIVING PARTY DATA**

| Name:           | CANTOR FITZGERALD SECURITIES |
|-----------------|------------------------------|
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| City:           | NEW YORK                     |
| State/Country:  | NEW YORK                     |
| Postal Code:    | 10022                        |

### **PROPERTY NUMBERS Total: 19**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 18121198 |
| Application Number: | 18134974 |
| Application Number: | 18113540 |
| Application Number: | 18102017 |
| Application Number: | 18073693 |
| Application Number: | 18153472 |
| Application Number: | 18116754 |
| Application Number: | 18113551 |
| Application Number: | 18113196 |
| Application Number: | 18095600 |
| Application Number: | 18101891 |
| Application Number: | 18086498 |
| Application Number: | 18144344 |
| Application Number: | 18100016 |
| Application Number: | 18076456 |
| Application Number: | 18139991 |
| Application Number: | 18113556 |
| Application Number: | 18139510 |
| Application Number: | 18094536 |
|                     |          |

PATENT REEL: 063857 FRAME: 0637

507942638

#### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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| ATTORNEY DOCKET NUMBER: | 1001093327       |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | CHRIS ANDERSEN   |
| SIGNATURE:              | /Chris Andersen/ |
| DATE SIGNED:            | 06/05/2023       |

#### **Total Attachments: 6**

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## SECOND SUPPLEMENT TO PATENT SECURITY AGREEMENT

This SECOND SUPPLEMENT TO UNITED STATES PATENT SECURITY AGREEMENT, dated as of June 5, 2023 ("Second Supplement"), by Transform SR Brands LLC (the "Grantor"), is in favor of Cantor Fitzgerald Securities in its capacity as administrative agent, collateral agent and mortgage collateral agent (in such capacities, the "Agent") and is a supplement to that Patent Security Agreement, dated as of March 22, 2021, by the Grantor in favor of the Agent, as supplemented by that certain Supplement to Patent Security Agreement, dated as of April 27, 2023.

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of November 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor and the Agent entered into that certain Supplement to Patent Security Agreement, dated as of April 27, 2023; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Second 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. <u>Defined Terms</u>. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Second Supplement, "<u>Patents</u>" 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 and/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. <u>Security Agreement</u>. This Second 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 Second Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.
- SECTION 4. <u>Termination</u>. The term of this Second Supplement shall be coterminous 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 Second Supplement upon the termination of the Security Agreement.
- SECTION 5. <u>GOVERNING LAW</u>. THIS SECOND 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. <u>Counterparts</u>. This Second 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 Second Supplement by telecopier or electronic mail of "PDF" file shall be effective as delivery of a manually executed counterpart of this Second Supplement.

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IN WITNESS WHEREOF, the parties hereto have caused this SECOND 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:

Cantor Fitzgerald Securities, as Agent

By:

Name: Title:

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

|            |                           |   | Tran | sform SR Brands LLC |
|------------|---------------------------|---|------|---------------------|
|            |                           |   | Ву:  | Name:<br>Title:     |
| Acc        | epted and                 | Agreed:                                 |      |                     |
| Can<br>By: | tor Fitzger  Name: Title: | James Buccola Head of Fixed Income      | _    |                     |
|            |                           | Legal Reviewed  DS  MB  Michael Bennett |      |                     |

## **SCHEDULE I**

#### to

# SECOND SUPPLEMENT TO PATENT SECURITY AGREEMENT

# PATENTS AND PATENT APPLICATIONS

| Owner                      | Title   | Application<br>Number | Application<br>Date | Patent Number | Grant Date | Country /<br>Region        |
|----------------------------|---|-----------------------|---------------------|---------------|------------|----------------------------|
| Transform SR<br>Brands LLC | SYSTEMS AND METHODS FOR DETERMINING OFFER ELIGIBILITY USING A PREDICATE LOGIC TREE AGAINST SETS OF INPUT DATA | 18/121198             | 3/14/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | SYSTEMS AND METHODS OF TARGETED INTERACTIONS FOR INTEGRATED RETAIL APPLICATIONS                               | 18/134974             | 4/14/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | ORDER FULFILLMENT SYSTEMS AND METHODS WITH CUSTOMER LOCATION TRACKING   | 18/113540             | 2/23/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | METHOD AND SYSTEM FOR PROVIDING ALTERNATIVE RESULT FOR AN ONLINE SEARCH PREVIOUSLY WITH NO RESULT             | 18/102017             | 1/26/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | SYSTEMS AND<br>METHODS FOR SCAN,<br>TRY, AND BUY  | 18/073693             | 12/2/2022           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | SOCIAL PRODUCT<br>PROMOTION   | 18/153472             | 1/12/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | E-PUB CREATOR   | 18/116754             | 3/2/2023            |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | PRODUCT AND<br>CONTENT<br>ASSOCIATION   | 18/113551             | 2/23/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | HEURISTIC<br>CLUSTERING   | 18/113196             | 2/23/2023           |               |            | US -<br>(United<br>States) |

| Owner                      | Title   | Application<br>Number | Application<br>Date | Patent Number | Grant Date | Country /<br>Region        |
|----------------------------|---|-----------------------|---------------------|---------------|------------|----------------------------|
| Transform SR<br>Brands LLC | SYSTEM, APPARATUS,<br>AND MEDIA FOR<br>CHANGING STATE OF<br>AN INTERNET OF<br>THINGS (IOT) DEVICE | 18/095600             | 1/11/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | LOYALTY PROGRAM<br>SYSTEM, APPARATUS,<br>AND MEDIA  | 18/101891             | 1/26/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | Apparatus with Hand Grip<br>and Method for Mounting<br>Hand Grip                                  | 18/086498             | 12/21/2022          |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | REDUNDANT ACTUATION LOCK DECOUPLING SYSTEM AND METHODS OF USE                                     | 18/144344             | 5/8/2023            |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | PORTABLE POWER TOOL, BATTERY PACK, AND CELL CONFIGURATIONS FOR SAME                               | 18/100016             | 1/23/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | CHARGER, CHARGE<br>INDICATOR, AND<br>ASSOCIATED<br>METHODS  | 18/076456             | 12/7/2022           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | A SIMPLE AND ASSISTED MECHANISM FOR REGISTERING AN INTERNET-OF-THINGS (IOT) DEVICE                | 18/139991             | 4/27/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | APPLICATION USER<br>SINGLE SIGN-ON  | 18/113556             | 2/23/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | AUTOMATICALLY SWITCHING COMMUNICATION PATHWAYS BETWEEN CONNECTED DEVICES                          | 18/139510             | 4/26/2023           |               |            | US -<br>(United<br>States) |
| Transform SR<br>Brands LLC | CONTEXTUAL APPLICATION INTERACTIONS WITH CONNECTED DEVICES  | 18/094536             | 1/9/2023            |               |            | US -<br>(United<br>States) |

PATENT REEL: 063857 FRAME: 0644

**RECORDED: 06/05/2023**