PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8022569

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SIGNCASTER CORPORATION	06/21/2023

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	8733999
Patent Number:	6908009
Patent Number:	6537071

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-00496
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE: /Raquel Haleem/	
DATE SIGNED:	06/23/2023

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), is made by the entity listed on the signature pages hereof as a "Grantor" (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as the administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 26, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WCI - EXT Purchaser, Inc., a Delaware corporation (the "Initial Borrower" and, prior to the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), the "Borrower"), EXT Acquisitions, Inc., a Delaware corporation (the "Company", and, as the surviving entity after giving effect to the Closing Date Acquisition, the "Borrower"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and Antares Capital, as the Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of June 26, 2018, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those Patents referred to on Schedule 1 hereto;

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- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Patent Collateral shall not include, any Excluded Property; <u>provided</u>, that if and when any property described in this <u>Section 2</u> shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
- Section 4. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.
- <u>Section 5.</u> <u>Governing Law.</u> The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.
- Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent herein for the benefit of the Secured Parties and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Patent Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.
- Section 7. <u>Termination</u>. Upon the termination of the Guaranty and Security Agreement in accordance with <u>Section 8.2</u> thereof, the Administrative Agent shall, at the expense of the Grantor, promptly execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the Lien on and security interest in the Patent Collateral under this Patent Security Agreement.

[SIGNATURE PAGE FOLLOWS]

PATENT REEL: 064041 FRAME: 0087 IN WITNESS WHEREOF, each 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.

SIGNCASTER CORPORATION, as Grantor

Name: Christy Kisseberth

Title: Chief Financial Officer, Secretary and Treasurer

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ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL LP, as the Administrative Agent

By:

Name: Jesse B Mørgan_

Title: Duly Authorized Signatory _____

SCHEDULE I TO PATENT SECURITY AGREEMENT

REGISTERED PATENTS

Description	Patent No.	Patent Date	Owner/ Applicant
Method and apparatus pertaining to display backlighting	8733999	5/27/14	Signcaster Corporation
Handheld apparatus for semi-automatically feeding and inserting members into Braille signs	6908009	6/21/05	Signcaster Corporation
Apparatus for automatically feeding and inserting members into braille signs	6537071	3/25/03	Signcaster Corporation

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RECORDED: 06/23/2023