

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8035810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PEN-LINK, LTD.	06/30/2023
RECEIVING PARTY DATA	
Name:	APOGEM CAPITAL LLC, AS AGENT
Street Address:	227 WEST MONROE STREET, SUITE 5400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7180516
Patent Number:	7499046
Patent Number:	7609257
Patent Number:	8966398
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<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:	312-577-8416
Email:	carole.dobbins@katten.com
Correspondent Name:	CAROLE DOBBINS C/O KATTEN MUCHIN
Address Line 1:	525 W. MONROE ST.
Address Line 4:	CHICAGO, ILLINOIS 60661
NAME OF SUBMITTER:	CAROLE DOBBINS
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	06/30/2023
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this June 30, 2023, by PEN-LINK, LTD., a Nebraska corporation (the “Grantor”), in favor of Apogem Capital LLC (as successor by appointment to Madison Capital Funding LLC, “Apogem”), as agent for all Lenders (as defined in the Credit Agreement defined below) (in such capacity, together with its successors and assigns, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, as a Borrower (as defined in the Credit Agreement) and the other Loan Parties (as defined in the Credit Agreement), each a party thereto, the Lenders from time to time party thereto, and Agent, Lenders have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted, pursuant to a Guarantee and Collateral Agreement, dated as of March 1, 2022, by the Grantor and the other Loan Parties in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to Agent a security interest in all of the Grantor’s Intellectual Property (as defined therein) other than Excluded Property (as defined therein); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Patent Security 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

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 unconditionally mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Creditors, to Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (collectively, the “Patent Collateral”):

(a) all of its patents, patent applications and rights in and to patent licenses with respect to patents to which it is a party including those patents referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement of any

patent or any patent licensed under any patent license, or (ii) right to receive license fees, royalties, and other compensation under any patent license.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security 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 Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under bankruptcy laws involving the Grantor.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. GOVERNING LAW. This Patent Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

6. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain ownership rights to any new patents, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new patents. Without limiting the Grantor's obligations under this Section 6, the Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States patents or patent applications of the Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

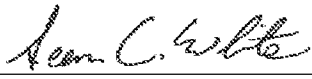
8. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

--Remainder of Page Intentionally Left Blank; Signature Pages Follow--

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.

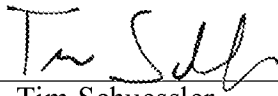
GRANTOR:

PEN-LINK, LTD.,
a Nebraska corporation

By: 
Name: Sean White
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC, as the Agent

By: 
Name: Tim Schuessler
Title: Director

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents:

Grantor	Title	Application No.	Patent No.	Issue Date
Pen-Link, Ltd.	SYSTEM AND METHOD FOR VISUALIZING CONNECTED TEMPORAL AND SPATIAL INFORMATION AS AN INTEGRATED VISUAL REPRESENTATION ON A USER INTERFACE	10/810,680	7,180,516	2/20/2007
Pen-Link, Ltd.	SYSTEM AND METHOD FOR VISUALIZING CONNECTED TEMPORAL AND SPATIAL INFORMATION AS AN INTEGRATED VISUAL REPRESENTATION ON A USER INTERFACE	11/078,330	7,499,046	03/03/2009
Pen-Link, Ltd.	SYSTEM AND METHOD FOR APPLYING LINK ANALYSIS TOOLS FOR VISUALIZING CONNECTED TEMPORAL AND SPATIAL INFORMATION ON A USER INTERFACE	11/503,921	7,609,257	10/27/2009
Pen-Link, Ltd.	SYSTEM AND METHOD FOR VISUALIZING CONNECTED TEMPORAL AND SPATIAL INFORMATION AS AN INTEGRATED VISUAL REPRESENTATION ON A USER INTERFACE	12/629,774	8,966,398	2/24/2015