

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8034727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CORTLAND CAPITAL MARKET SERVICES LLC	06/26/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.
<b>Street Address:</b>	2187 ATLANTIC STREET
<b>Internal Address:</b>	9TH FLOOR
<b>City:</b>	STAMFORD
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29546298
<b>Application Number:</b>	15699606
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)735-2000
<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>	
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<b>Correspondent Name:</b>	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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<b>Address Line 4:</b>	NEW YORK, NEW YORK 10001-8602
<b>NAME OF SUBMITTER:</b>	KENDALL ICKES
<b>SIGNATURE:</b>	/kendall ickes/
<b>DATE SIGNED:</b>	06/29/2023
<b>Total Attachments: 5</b>	
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**PATENT SECURITY INTEREST  
ASSIGNMENT AGREEMENT**

**THIS PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of June 26, 2023, by and between CORTLAND CAPITAL MARKET SERVICES LLC, as the resigning collateral agent (in such capacity, "Assignor") and BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, pursuant to that certain Amended and Restated Second Lien Term Loan Credit Agreement, dated as of July 18, 2014, by and among IAP Global Services, LLC, a Delaware limited liability company, IAP Worldwide Services, Inc., a Delaware corporation ("Grantor"), the lenders party thereto and Assignor (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), Assignor and Grantor entered into certain Credit Documents (as defined therein), including that certain Grant of Security Interest in United States Patents, dated as of July 24, 2023, by and between Grantor and Assignor (the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, Grantor granted to Assignor a continuing security interest in, and assigned to Assignor as collateral security, all of the Grantor's rights, title and interest in, to and under the Patent Collateral (as defined in the Patent Security Agreement), including those United States patents set forth on Schedule I attached hereto;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on January 26, 2023 at Reel 062499 / Frame 0355;

WHEREAS, pursuant to that certain Resignation and Appointment Agreement, dated as of May 15, 2023 (the "Resignation and Appointment"), among Assignor, Assignee, and the lenders party thereto, Assignor (a) resigned as Administrative Agent and Collateral Agent and relinquished its respective rights, powers, obligations, duties and privileges as Administrative Agent and Collateral Agent under the Credit Documents (subject to the terms of the Resignation and Appointment) and (b) granted, assigned, transferred and conveyed to Assignee, for its and the Secured Creditors' benefit, all Assigned Security Interests (as defined in the Resignation and Appointment), including the security interest in the Patent Collateral granted to Assignor by Grantor pursuant to the Patent Security Agreement; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment of the Assigned Security Interests, including the security interest in the Patent Collateral granted to Assignor by Grantor pursuant to the Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used but not otherwise defined herein shall have the meaning set forth for such term in the Credit Agreement, unless expressly stated otherwise herein.

2. Assignment. Subject to, and in accordance with, the Resignation and Appointment, and effective as of the date thereof, Assignor hereby grants, assigns, transfers and conveys to Assignee, for its and the Secured Creditors' benefit, without recourse, warranty or representation, express or implied, statutory or otherwise, to the extent provided to Assignee under the Credit Documents, and Assignee hereby accepts such grant, assignment, transfer and conveyance from the Assignee, all of its rights, title and interests as the Collateral Agent in, to and under the Assigned Security Interests, including the security interest in the Patent Collateral granted to Assignor by Grantor pursuant to the Patent Security Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

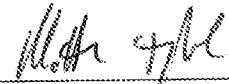
4. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

CORTLAND CAPITAL MARKET SERVICES  
LLC, as the resigning Collateral Agent

By:   
Name: Matthew Trybula  
Title: Associate Counsel

**ASSIGNEE:**

BLACK DIAMOND COMMERCIAL FINANCE,  
L.L.C., as the successor Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Patent Security Interest Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

**ASSIGNOR:**

CORTLAND CAPITAL MARKET SERVICES  
LLC, as the resigning Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

BLACK DIAMOND COMMERCIAL FINANCE,  
L.L.C., as the successor Collateral Agent

By: Raymond Szymanski  
Name: Raymond Szymanski  
Title: Authorized Signatory

SCHEDULE I  
TO  
PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

**Patent Collateral**

Technology/Invention Title	Country	Status Subtype	Type	App. Date App. Number	Grant Date	Expiration Date
Modular Satellite Equipment Station	USA	Granted	Design	11/20/2015 29/546,298	4/18/2018	05/08/2033
Cable Management and Apparatus for Portable Rack-Mounted Electronics	USA	Granted	Utility	1/27/2017 15/699,606	10/6/2020	09/08/2037