

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8056361

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
RETAILNEXT, INC.	07/13/2023
RECEIVING PARTY DATA	
Name:	EAST WEST BANK, AS ADMINISTRATIVE AGENT
Street Address:	135 NORTH LOS ROBLES AVENUE
Internal Address:	7TH FLOOR
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	9330468
Patent Number:	9569786
Patent Number:	8989775
Patent Number:	9445234
Patent Number:	9411037
Patent Number:	8615254
Patent Number:	9270952
Patent Number:	9882955
Patent Number:	10134146
Patent Number:	10163031
Patent Number:	10621735
Patent Number:	10891741
Patent Number:	10977662
Patent Number:	11087130
CORRESPONDENCE DATA	
Fax Number:	
<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:	3128637141

Email:	kristen.lange@goldbergkohn.com
Correspondent Name:	KRISTEN N. LANGE, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD.
Address Line 2:	55 E. MONROE STREET, STE. 3300
Address Line 4:	CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7562.021
--------------------------------	----------

NAME OF SUBMITTER:	KRISTEN N. LANGE
---------------------------	------------------

SIGNATURE:	/kristenlange/
-------------------	----------------

DATE SIGNED:	07/13/2023
---------------------	------------

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

Total Attachments: 5

source=11. Patent Security Agreement (RetailNext)#page1.tif
source=11. Patent Security Agreement (RetailNext)#page2.tif
source=11. Patent Security Agreement (RetailNext)#page3.tif
source=11. Patent Security Agreement (RetailNext)#page4.tif
source=11. Patent Security Agreement (RetailNext)#page5.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 13, 2023 (this "Patent Security Agreement"), is made by RETAILNEXT, INC., a Delaware corporation ("Grantor"), in favor of EAST WEST BANK, as the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, certain affiliates of Grantor from time to time party thereto, the Administrative Agent and the lenders party thereto from time to time as "Lenders", the Administrative Agent and the Lenders have agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Administrative Agent and the Lenders are willing to make such extensions of credit to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent, for the ratable benefit of the Secured Parties, that certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among Grantor, the other affiliates of Grantor from time to time party thereto, and the Administrative Agent;

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. 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, pledges and assigns to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a Lien (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (but specifically excluding any Excluded Assets)(collectively, the "Patent Collateral"):

- a. all of its Patents and all Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- b. all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

c. Proceeds of any and all of the Patent Collateral 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.

Section 3. Pledge 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 Pledge and Security Agreement and 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for, and, without limiting any other provision of the Pledge and Security Agreement or any other Credit Document, shall use commercially reasonable efforts with respect to, the prosecution, defense, enforcement or any other necessary actions in connection with its Patents and Licenses providing for the grant by or to such Grantor of any right under any Patent subject to a security interest hereunder.

Section 5. Authorization To Supplement. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule 1 to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

Section 6. 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. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

Section 7. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of laws principles other than Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

RETAILNEXT, INC., as Grantor

By: 


Name: Alexei Agratchev

Title: Chief Executive Officer

Signature Page to Patent Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

EAST WEST BANK, as the Administrative Agent

By: 
Name: Eric Chico
Title: Senior Vice President

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT**

Patents and Patent Applications

Patents

Patent #	Filing Date	Grant Date	Title
9330468	Feb 28, 2013	May 3, 2016	Method and system for analyzing interactions
9569786	Apr 27, 2015	Feb 14, 2017	Methods and systems for excluding individuals from retail analytics
8989775	Feb 28, 2013	Mar 24, 2015	Method and system for wifi-based identification of person tracks
9445234	Mar 9, 2015	Sep 13, 2016	Wireless-based identification of person tracks
9411037	Aug 17, 2011	Aug 9, 2016	Calibration of Wi-Fi localization from video localization
8615254	Aug 17, 2011	Dec 24, 2013	Target localization utilizing wireless and camera sensor fusion
9270952	Oct 25, 2013	Feb 23, 2016	Target localization utilizing wireless and camera sensor fusion
9882955	Jan 9, 2013	Sep 28, 2017	Wireless analytics in physical spaces
10134146	Jan 13, 2017	Nov 20, 2018	Detecting, tracking, and counting objects in video
10163031	Sep 5, 2012	Dec 25, 2018	Method and system for full path analysis
10621735	Nov 15, 2018	April 14, 2020	Detecting, tracking, and counting objects in video (Continuation application)
10,891,741	Dec 26, 2018	Jan 12, 2021	Human analytics using fusion of image and depth modalities
10,977,662	July 16, 2014	April 13, 2021	Methods and systems for simulating agent behaviour in a virtual environment
11,087,130	Dec 26, 2018	August 10, 2021	Simultaneous object localization and attribute classification using multitask deep neural networks