# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8106829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date	
VERITEXT, LLC	08/10/2023	

## **RECEIVING PARTY DATA**

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS THE COLLATERAL AGENT
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402

## **PROPERTY NUMBERS Total: 4**

Property Type	Number		
Patent Number:	8583727		
Patent Number:	10930300		
Patent Number:	11699456		
Application Number:	18328620		

## **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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JAVIER J. RAMOS, ESQ. Correspondent Name:

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Address Line 2: MILBANK, LLP

Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	41111.00010
NAME OF SUBMITTER:	JAVIER J. RAMOS
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/10/2023

**Total Attachments: 5** 

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**PATENT** REEL: 064550 FRAME: 0587

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## NOTES PATENT SECURITY AGREEMENT

This NOTES PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Patent Security Agreement"), dated as of August 10, 2023, is made by VERITEXT, LLC, a Delaware limited liability company (the "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to that certain Notes Security Agreement, dated as of August 10, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. <u>Grant of Security</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Patents and Patent applications set forth on <u>Schedule A</u> attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the "Patent Collateral"); provided that "Patent Collateral" shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

- SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.
- SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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 signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement. Section 14.12 of the Indenture is incorporated by reference herein, *mutatis mutandis*.
- SECTION 5. <u>Security Agreement</u>. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any

provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 8. Wilmington Trust, National Association is acting under this Patent Security Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein. Notwithstanding anything contained herein to the contrary, unless directed in writing to do so by the requisite Secured Parties, the Collateral Agent shall not have any duty to take any discretionary action (including, without limitation, deeming or making a determination that anything is satisfactory, approved, acceptable, selected or should be requested) or exercise any discretionary rights or powers. The Collateral Agent shall not have any liability for any delay in acting or failure to exercise any such discretionary action, right or power nor shall the Collateral Agent be obligated to act at the direction of the requisite Secured Parties unless it has received indemnity and/or security satisfactory to it.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

**VERITEXT, LLC** 

By:

Richard Antoneck

Name: Richard Antoneck

Title: President

REEL: 064550 FRAME: 0591

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Collateral Agent

By:

Name: Barry D. Somrock
Title: Vice President

[SIGNATURE PAGE TO NOTES PATENT SECURITY AGREEMENT]

REEL: 064550 FRAME: 0592

# SCHEDULE A

Patent	Country	Appl. No.	Appl. Date	Keg. No.	Reg. Date	Owner
Deposition Exhibit	U.S.	12/977,628	12/23/2010	US 8,583,727 B2	11/12/2013	Veritext,
Management System						LLC
Automated Transcript	U.S.	16/179,087	11/2/2018	US 10,930,300 B2	2/23/2021	Veritext,
Generation from Multi-						LLC
Channel Audio						
Automated transcript	U.S.	17/175,246	2/12/2021	11,699,456	7/11/2023	Veritext,
generation from multi-						LLC
channel audio						
Automated transcript	U.S.	18/328,620	6/2/2023			Veritext,
generation from multi-						LLC
channel audio						

Schedule A-1 to Notes Patent Security Agreement

**RECORDED: 08/10/2023**