

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8126795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALLOVER MEDIA, LLC (AS SUCCESSOR BY MERGER TO RIPPLE RESORT MEDIA, LLC)	08/22/2023
RECEIVING PARTY DATA	
Name:	ALTER DOMUS (US) LLC
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9984383
Patent Number:	7895778
CORRESPONDENCE DATA	
Fax Number:	(404)572-5100
<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:	4045723428
Email:	AAmicoOlchaskey@KSLAW.com
Correspondent Name:	ANGELA AMICO OLCHASKEY
Address Line 1:	1180 PEACHTREE STREET, NE SUITE 1600
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	02176.515078
NAME OF SUBMITTER:	ANGELA AMICO OLCHASKEY
SIGNATURE:	/AAmicoOlchaskey/
DATE SIGNED:	08/22/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 22, 2022, is made by AllOver Media, LLC (as successor by merger to Ripple Resort Media, LLC), a Delaware limited liability company (the “Grantor”), in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 22, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among AOM Intermediate Holdco, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “Borrower”), SV-AOM Holdings, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “Holdings”) as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the “Guarantors”), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Pledge and Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, 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 Credit Agreement or Pledge and Security Agreement.

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 of Grantor, hereby 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 such Grantor (the “Patent Collateral”):

- (a) all of its United States issued patents and applications, including those referred to on Schedule 1 hereto;
- (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 all rights to sue and recover at law or in equity for any past, present and future infringement, violation or other impairment thereof.

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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Counterparts. This Patent Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Patent Security Agreement by facsimile transmission or by electronic transmission (including delivery of an executed counterpart in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature and, when used elsewhere in this Patent Security Agreement, “electronic transmission,” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

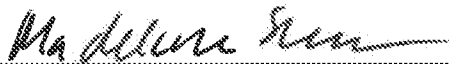
Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Loan Document. This Patent Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Patent Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

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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.

AllOver Media, LLC (as successor by merger to
Ripple Resort Media, LLC)
as Grantor

By: 
Name: Madeleine Shumaker
Title: Vice President and Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 064666 FRAME: 0670

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

PATENT
REEL: 064666 FRAME: 0671

SCHEDULE 1

PATENTS

<u>Country</u>	<u>Patent</u>	<u>Patent No.</u>	<u>Owner(s)</u>	<u>Registration Date</u>
<u>USA</u>	WIRELESS TAG COMMUNICATION APPLICATIONS FOR A VENUE	9984383	AllOver Media, LLC (as successor by merger to Ripple Resort Media, LLC)	5/29/18
<u>USA</u>	MEDIA DISPLAY SYSTEM FOR SKI-LIFT CHAIR	7895778	AllOver Media, LLC (as successor by merger to Ripple Resort Media, LLC)	3/1/11