## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8146080

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |  |  |
|-----------------------|-------------------|--|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |  |  |

#### **CONVEYING PARTY DATA**

| Name                  | Execution Date |
|-----------------------|----------------|
| RESONANT SCIENCES LLC | 09/01/2023     |

### **RECEIVING PARTY DATA**

| Name:             | LBC CREDIT AGENCY SERVICES, LLC, AS AGENT |  |  |  |
|-------------------|---|--|--|--|
| Street Address:   | 555 EAST LANCASTER AVENUE                 |  |  |  |
| Internal Address: | SUITE 450                                 |  |  |  |
| City:             | RADNOR                                    |  |  |  |
| State/Country:    | PENNSYLVANIA                              |  |  |  |
| Postal Code:      | 19087                                     |  |  |  |

## **PROPERTY NUMBERS Total: 9**

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 10587331 |
| Application Number: | 17954599 |
| Patent Number:      | 10084496 |
| Patent Number:      | 9692469  |
| Patent Number:      | 10355771 |
| Application Number: | 17358939 |
| Application Number: | 17358997 |
| Application Number: | 17990313 |
| Application Number: | 18209240 |

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 3128637141

Email:kristen.lange@goldbergkohn.comCorrespondent Name:KRISTEN N. LANGE, PARALEGALAddress 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: 6030.237

PATENT REEL: 064774 FRAME: 0769

508098924

| NAME OF SUBMITTER: KRISTEN N. LANGE |  |  |  |  |  |
|-------------------------------------|--|--|--|--|--|
| SIGNATURE:                          | /kristenlange/   |  |  |  |  |
| DATE SIGNED:                        | 09/01/2023   |  |  |  |  |
|                                     | This document serves as an Oath/Declaration (37 CFR 1.63). |  |  |  |  |
| , ,                                 | ement (Subsidiary Guarantor)#page1.tif                     |  |  |  |  |

source=13. Patent Security Agreement (Subsidiary Guarantor)#page2.tif

source=13. Patent Security Agreement (Subsidiary Guarantor)#page3.tif

source=13. Patent Security Agreement (Subsidiary Guarantor)#page4.tif

source=13. Patent Security Agreement (Subsidiary Guarantor)#page5.tif

source=13. Patent Security Agreement (Subsidiary Guarantor)#page6.tif

PATENT REEL: 064774 FRAME: 0770

#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 1, 2023 is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of LBC Credit Agency Services, LLC, in its capacity as Agent under the Credit Agreement described below ("Agent").

#### WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement, dated as of September 1, 2023, among Strix Buyer, Inc., a Delaware corporation, as Borrower, Agent and Lenders (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans to Borrowers;

WHEREAS, Grantor has agreed, pursuant to that certain Security Agreement, dated as of September 1, 2023, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and each Lender to enter into the Credit Agreement and make extensions of credit to Borrowers thereunder, Grantor hereby agrees with Agent and each Lender as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent, and grants to Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, but excluding any Excluded Property of Grantor (the "Patent Collateral"):
- (a) all of its Patents and all <u>Intellectual Property licenses</u> providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on <u>Schedule 1</u> 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, 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.

14198895v5 8/31/2023 12:47 PM 6030.237

- Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent 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.
- Section 4. <u>Grantor Remains Liable</u>. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Intellectual Property licenses\_subject to a security interest hereunder.
- Section 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new Patents, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new Patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- Section 6. <u>Counterparts</u>. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Patent Security Agreement shall constitute effective delivery of such signature page. This Patent Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.
- Section 7. <u>Governing Law</u>. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York).

[Signature Pages Follow]

PATENT REEL: 064774 FRAME: 0772 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.

RESONANT SCIENCES LLC, an Ohio limited liability company, as

Grantor

Name: Jeremy Micah North

Title: President

ACCEPTED AND AGREED as of the date first above written:

LBC CREDIT AGENCY SERVICES,

LLC, as Agent

Name: David E. Fraimow

Title: Senior Vice President

Signature Page to Patent Security Agreement

## SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

| PATENT  | APPL.<br>NUMBER | FILE<br>DATE | PATENT<br>NUMBER | ISSUE<br>DATE | OWNER<br>INFORMATION   |
|---|-----------------|--------------|------------------|---------------|------------------------|
| RF Repeater And<br>Mobile Unit With<br>Cancellation Of<br>Interference<br>From A Repeated<br>Signal | 16/506616       | 07/09/19     | 10587331         | 03/10/20      | Resonant Sciences, LLC |
| Alignment Of A Radar Measurement System With A Test Target  | 17/954599       | 09/28/22     | n/a              | n/a           | Resonant Sciences, LLC |
| Interference Signal Cancellation Over A Broad Frequency Range                                       | 15/600861       | 05/22/17     | 10084496         | 09/25/18      | Resonant Sciences, LLC |
| Interference Signal Cancellation Over A Broad Frequency Range                                       | 15/401703       | 01/09/17     | 9692469          | 06/27/17      | Resonant Sciences, LLC |
| RF Repeater And<br>Mobile Unit With<br>Cancellation Of<br>Interference<br>From A Repeated<br>Signal | 15/985223       | 05/21/18     | 10355771         | 07/16/19      | Resonant Sciences, LLC |
| Initiating Wideband Simultaneous Transmit And Received Communications                               | 17/358939       | 06/25/21     | n/a              | n/a           | Resonant Sciences, LLC |

PATENT REEL: 064774 FRAME: 0775

| PATENT           | APPL.<br>NUMBER | FILE<br>DATE | PATENT<br>NUMBER | ISSUE<br>DATE | OWNER<br>INFORMATION   |
|------------------|-----------------|--------------|------------------|---------------|------------------------|
| Permitting       | 17/358997       | 06/25/21     | n/a              | n/a           | Resonant Sciences, LLC |
| Wideband         |                 |              |                  |               |                        |
| Simultaneous     |                 |              |                  |               |                        |
| Transmit And     |                 |              |                  |               |                        |
| Receive          |                 |              |                  |               |                        |
| Communications   |                 |              |                  |               |                        |
| On Overlapping   |                 |              |                  |               |                        |
| Frequency Bands  |                 |              |                  |               |                        |
| Using Near-Field | 17/990313       | 11/18/22     | n/a              | n/a           | Resonant Sciences, LLC |
| Testing To       |                 |              |                  |               |                        |
| Determine How    |                 |              |                  |               |                        |
| A Radome         |                 |              |                  |               |                        |
| Affects The RF   |                 |              |                  |               |                        |
| Characteristics  |                 |              |                  |               |                        |
| Of An Antenna    |                 |              |                  |               |                        |
| Aircraft         | 18/209240       | 06/13/23     | n/a              | n/a           | Resonant Sciences, LLC |
| Mountable        |                 |              |                  |               |                        |
| Antenna System   |                 |              |                  |               |                        |
| With Large Field |                 |              |                  |               |                        |
| Of View          |                 |              |                  |               |                        |

PATENT REEL: 064774 FRAME: 0776

**RECORDED: 09/01/2023**