

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8289854

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPATIALEST LTD.	08/07/2023
SPATIALEST, INC.	08/07/2023
RECEIVING PARTY DATA	
Name:	DEERPATH FUND SERVICES, LLC, AS AGENT
Street Address:	405 LEXINGTON AVENUE, 53RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10174
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09947709
CORRESPONDENCE DATA	
Fax Number:	(713)226-6398
<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:	713-226-6000
Email:	PatMail@porterhedges.com
Correspondent Name:	JONATHAN PIERCE
Address Line 1:	1000 MAIN STREET, 36TH FLOOR
Address Line 4:	HOUSTON, TEXAS 77002
ATTORNEY DOCKET NUMBER:	010997-0325
NAME OF SUBMITTER:	JONATHAN PIERCE
SIGNATURE:	/jmp/
DATE SIGNED:	11/21/2023
Total Attachments: 6	
source=2023-08-07 Schneider PTSA - Executed (Spatialest Ltd and Spatialest Inc.) 010997-0325#page1.tif	
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2023 (the “*Agreement*”), by and between SPATIALEST LTD, a company incorporated in Northern Ireland under Company Number NI 032650 (“*Spatialest Ltd.*”), SPATIALEST, INC., a company incorporated in the State of Delaware (“*Spatialest, Inc.*” and together with Spatialest Ltd., the “*Debtors*” and each a “*Debtor*”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Credit Agreement (defined below), “*Secured Party*”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, SGeospatial Intermediate Holdings, LLC, a Delaware limited liability company (“*Holdings*”), Schneider Geospatial, LLC, a Delaware limited liability company (“*Borrower*”), the lenders from time to time party to the Credit Agreement (collectively, the “*Lenders*”), and Secured Party have entered into that certain Credit Agreement, dated as of June 2, 2023 (as amended, restated, or supplemented from time to time, the “*Credit Agreement*”);

WHEREAS, the Debtors are affiliated with Borrower and Holdings and each Debtor has entered into a respective Joinder to Guarantee and Collateral Agreement, dated as of the date hereof, whereby each Debtor has become a guarantor under that certain Guarantee and Collateral Agreement, dated as of June 2, 2023 (as amended, restated, or supplemented from time to time, the “*Guarantee and Collateral Agreement*”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrower under the Credit Agreement, Secured Party requires that the Debtors grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, each Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrower pursuant to the Credit Agreement, each Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligations, each Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security

interest in, and lien on, all of the following property of such Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising (except, in each case, to the extent any of the IP Collateral constitutes Excluded Property):

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by each Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything contained herein to the contrary, “IP Collateral” shall not include any “intent to use” trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

SECTION 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligations, this Agreement shall terminate and the security interest in the IP Collateral shall be released, and Secured Party shall, at the Debtors’ expense, execute and deliver to the Debtors all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Guarantee and Collateral Agreement.

SECTION 5. Acknowledgment. Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

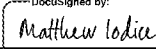
[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTORS:

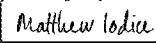
SPATIALEST LTD

a company incorporated in Northern Ireland

By: 
Name: Matthew J. Iodice
Title: Director

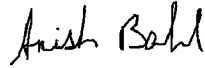
SPATIALEST, INC.

a Delaware corporation

By: 
Name: Matthew J. Iodice
Title: Secretary

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent



By: _____

Name: Anish Bahl

Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

Patents

Patent	File Date	Patent No.	Patent Date	Country
SPATIALLY-BASED VALUATION OF PROPERTY	2001-09-06	7219078	2007-05-15	U.S.

Registered Trademarks and Applications for Registration of Trademarks

Mark	Reg. No./Reg. Date	Application No.	Country
HOW SMART CAN YOUR DATA BE?	6826214 2022-08-23	90862811	U.S.
SPATIALEST	2957448 2005-05-31	76380078	U.S.