

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8305360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AAMP OF FLORIDA INC.	12/01/2023
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST, AS AGENT
Street Address:	7255 WOODMONT AVENUE, SUITE 300
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	11659067
Patent Number:	11685317
Application Number:	17069550
Application Number:	17958695
Application Number:	18075200
Application Number:	18200716
Application Number:	18341953
Application Number:	63519427
Application Number:	17325794
CORRESPONDENCE DATA	
Fax Number:	(617)526-9600
<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:	617-526-9899
Email:	MEKHAML@PROSKAUER.COM, MKhalid@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	11964-259

NAME OF SUBMITTER:	MEGAN EKHAML
SIGNATURE:	/Megan Ekhaml/
DATE SIGNED:	12/01/2023
Total Attachments: 5 source=AAMP - Patent Security Agreement (Executed)#page1.tif source=AAMP - Patent Security Agreement (Executed)#page2.tif source=AAMP - Patent Security Agreement (Executed)#page3.tif source=AAMP - Patent Security Agreement (Executed)#page4.tif source=AAMP - Patent Security Agreement (Executed)#page5.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 1, 2023, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of MidCap Financial Trust (“**MidCap**”), as agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the L/C Issuer (as each is defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 5, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among AAMP Holdings, Inc., a Florida corporation (“**Holdings**”), AAMP Global Holdings, Inc., a Delaware corporation (the “**US Borrower**”), AAMP Armour Group Limited, a company incorporated in England and Wales with registered number 08907676 (the “**UK Borrower**”, and, together with the US Borrower, the “**Borrowers**” and each individually, a “**Borrower**”), the other persons designated as Credit Parties (as defined therein) time to time party thereto, the Lenders from time to time party thereto and MidCap, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of November 5, 2019, in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

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

- (a) Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- (b) Grant of Security Interest in Patent Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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**”):

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) 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.

(c) Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(d) Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

(e) 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(f) 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

AAMP of Florida Inc., as Grantor

By: Steve Verano
Name: Steven Verano
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

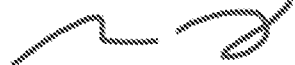
By: _____
Name: Maurice Amsellem
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By: 

Name: Maurice Amsellem
Title: Authorized Signatory

Schedule 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations**REGISTERED PATENTS**

None.

Country	App. No.	Filing Date	Patent No.	Issue Date	Title	Owner
US	17/103,561	November 24, 2020	11659067	May 23, 2023	Wireless Configuration And Programming Of Automotive Aftermarket Peripheral Interfacing Modules	AAMP of Florida, Inc.
US	17/194,551	March 8, 2021	11685317	June 27, 2023	Cartridge For Use With Aftermarket Vehicle Component	AAMP of Florida, Inc.

PATENT APPLICATIONS

Country	App. No.	Filing Date	Patent No.	Issue Date	Title	Owner
US	17/069,550	October 13, 2020	TBD	TBD	Aftermarket Head Unit Installation Kit For Use With Salvaged Original Equipment Manufacturer (Oem) Vehicle Controls	AAMP of Florida, Inc.
US	17/958,695	October 3, 2022	TBD	TBD	Mounting system for a sideview camera of a vehicle	AAMP of Florida, Inc.
US	18/075,200	December 5, 2022	TBD	TBD	Inductively power camera	AAMP of Florida, Inc.
US	18/200,716	May 5, 2023	TBD	TBD	Wireless configuration and programming of automotive aftermarket peripheral interfacing modules	AAMP of Florida, Inc.
US	18/341,953	June 27, 2023	TBD	TBD	Aftermarket head unit interface and protocol converter cartridge	AAMP of Florida, Inc.
US	63/519,427	August 14, 2023	TBD	TBD	Audio amplifier with power management	AAMP of Florida, Inc.
US	17/325,794	May 20, 2021	TBD	TBD	Unattended occupant protection system (UOPS) safety system	AAMP of Florida, Inc.

IP LICENSES

None.

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