

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8326088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
V P HOLDINGS, LLC (F/K/A V P HOLDINGS, INC.)	11/21/2023
RECEIVING PARTY DATA	
Name:	BLUE TORCH FINANCE LLC
Street Address:	C/O BLUE TORCH CAPITAL LP 150 EAST 58TH STREET
Internal Address:	39TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10155
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10592929
CORRESPONDENCE DATA	
Fax Number:	
<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:	212-728-8000
Email:	ipdept@willkie.com
Correspondent Name:	MATTHEW S. MAKOVER
Address Line 1:	787 SEVENTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	125527/25
NAME OF SUBMITTER:	MATTHEW S. MAKOVER
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	12/12/2023
Total Attachments: 3	
source=Clipper Media - Assignment for Security (Patents) (VPH) Executed#page1.tif	
source=Clipper Media - Assignment for Security (Patents) (VPH) Executed#page2.tif	
source=Clipper Media - Assignment for Security (Patents) (VPH) Executed#page3.tif	

ASSIGNMENT FOR SECURITY - - PATENTS

WHEREAS, V P Holdings, LLC (f/k/a V P Holdings, Inc.) (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Scheduled Patents");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated November 21, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under (a) the all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired, all applications, registrations and recordings thereof, and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof, including (without limitation) the Scheduled Patents (collectively, the "Patents"), together with, among other things, (b) the good-will of the business symbolized by the Patents and (c) the applications, registrations, extensions and renewals thereof, (d) all proceeds thereof, (e) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (f) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (g) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor and (h) all other rights, priorities, and privileges accruing thereunder or pertaining thereto (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

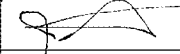
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The terms of Sections 12.09, 12.10 and 12.11 of the Financing Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

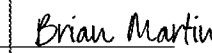
Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Financing Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2023.

V P HOLDINGS, LLC

DocuSigned by:
By: 
Name: John A. Armat

Title: Co-Chairman

DocuSigned by:
By: 
Name: Brian Martin
Title: Co-Chairman

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Patent and Patent Applications

Registered Owner	Title	Patent Number	Date Granted	Jurisdiction(s)
V P Holdings, Inc.	SYSTEMS AND METHODS FOR DELIVERING CONTENT	US 10,592,929	March 17, 2020	United States

Owned by V P Holdings, LLC (f/k/a V P Holdings, Inc.)