508304676 12/27/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8351869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BLOOMERANG, LLC	12/27/2023
QGIV, INC.	12/27/2023

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC			
Street Address:	150 S. WACKER, STE 800			
City:	CHICAGO			
State/Country:	ILLINOIS			
Postal Code:	60606			

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	13644966
Application Number:	15375708
Application Number:	14891807
Application Number:	15375839
Application Number:	15007398
Application Number:	14873369
Application Number:	16291155
Application Number:	18111284
Application Number:	13998261

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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: 6175269600

Email: JAdamo@proskauer.com

Correspondent Name: PROSKAUER

Address Line 1: ONE INTERNATIONAL PLACE

Address Line 4: BOSTON, MASSACHUSETTS 02210-2600

ATTORNEY DOCKET NUMBER: 38263.070

PATENT REEL: 065963 FRAME: 0762

508304676

NAME OF SUBMITTER:	JENEEN M. ADAMO				
SIGNATURE:	/Jeneen M. Adamo/				
DATE SIGNED:	12/27/2023				
Total Attachments: 6					
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source=Patent Security Agreement - Bloomerang (Executed) (2)#page2.tif					
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PATENT SECURITY AGREEMENT, dated as of December 27, 2023 (this "<u>Agreement</u>"), among BLOOMERANG, LLC, an Indiana limited liability company, QGIV, INC., a Florida corporation (each, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") and GOLUB CAPITAL MARKETS LLC ("<u>Golub</u>"), as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the Credit Agreement dated as of December 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, among others, BOULDER MIDCO, LLC, a Delaware limited liability company ("Initial Holdings"), BLOOMERANG, LLC, an Indiana limited liability company (the "Borrower"), the other GRANTORS from time to time party thereto and Golub as the administrative agent and as the collateral agent, and (b) the Collateral Agreement dated as of December 27, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to the issued Patents and pending applications for Patents listed on Schedule I attached hereto, and all rights to sue or otherwise recover for any past, present and future infringement, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. <u>Collateral Agreement</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Termination</u>. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLOOMERANG, LLC, QGIV, INC.,

each as a Grantor

Name: Steve Isom

Title: Chief Financial Officer &

Treasurer

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BLOOMERANG, LLC, QGIV, INC., each as a Grantor

By: _____

Name: Steve Isom

Title: Chief Financial Officer &

Treasurer

GOLUB CAPITAL MARKETS LLC, as

Collateral Agent)

Ву______

Name: Robert G. Tuchscherer Title: Senior Managing Director

REEL: 065963 FRAME: 0767

Schedule I to PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

[Excluding titles for unpublished patent applications.]

Title of Patent	Owner	Status	Filing Date	Application Number	Registration Date	Registration Number
A COMMUNICATION SYSTEM FACILITATING CONTEXTUAL ENVIRONMENT FOR A USER FILLING VARIOUS ROLE AGENTS Part	Bloomerang, LLC	Granted	04-Oct-2012	13/644,966	24-Jan-2017	9,552,558
A COMMUNICATION SYSTEM FACILITATING A CONTEXTUAL ENVIRONMENT FOR A USER FILING VARIOUS ROLE AGENTS Part 2	Bloomerang, LLC	Granted	12-Dec-2016	15/375,708	31-Jan-2023	11,568,335
SYSTEM FOR QUICKLY FINDING THE WHER ABOUTS OF FRIENDS Part 1	Bloomerang, LLC	Granted	17-Nov-2015	14/891,807	07-Mar-2017	9,591,440
SYSTEM FOR QUICKLY FINDING THE WHERABOUTS OF FRIENDS Part 2	Bloomerang, LLC	Granted	12-Dec-2016	15/375,839	15-Aug-2018	10,051,421
METHODS AND SYSTEMS FOR MANAGING INDIVUDALS	Bloomerang, LLC	Granted	27-Jan-2016	15/007,398	20-Aug-2019	10,387,847
METHODS AND SYSTEMS FOR WALKIE-TALKING COMMUNICATIONS	Bloomerang, LLC	Granted	02-Oct-2015	14/873,369	05-Sep-2017	9,756,485
WORKFORCE RESPONSE BASED EVENT MANAGEMENT	Bloomerang, LLC	Granted	04-Mar-2019	16/291,155	21-Feb-2023	11,587,000

Execution Version

METHODS AND						
SYSTEMS						
WORKFORCE	Bloomerang, LLC	Pending	17-Feb-2023	18/111,284		
RESPONSE BASED						
EVENT						
MANAGEMENT						
METHODS AND						
SYSTEMS						
Tablet based kiosk	Qgiv, Inc.	Granted	16-Oct-2013	13/998,261	17-Nov-2015	9,189,928

PATENT
RECORDED: 12/27/2023 REEL: 065963 FRAME: 0769