

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8368118

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PLX ACQUISITION COMPANY, LLC	01/08/2024
RECEIVING PARTY DATA	
Name:	CHURCHILL AGENCY SERVICES LLC, AS AGENT
Street Address:	375 PARK AVENUE, 9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10152
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	13631963
Application Number:	13791189
Application Number:	13908233
Application Number:	15644694
Application Number:	16183616
Application Number:	16833371
Application Number:	17378458
Application Number:	61540699
Application Number:	63000287
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	096939-30380
NAME OF SUBMITTER:	DUSAN CLARK

PATENT

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/08/2024
Total Attachments: 5 source=Project Catalyst - Patent Security Agreement (Executed) 4879-1121-6283 1#page1.tif source=Project Catalyst - Patent Security Agreement (Executed) 4879-1121-6283 1#page2.tif source=Project Catalyst - Patent Security Agreement (Executed) 4879-1121-6283 1#page3.tif source=Project Catalyst - Patent Security Agreement (Executed) 4879-1121-6283 1#page4.tif source=Project Catalyst - Patent Security Agreement (Executed) 4879-1121-6283 1#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), dated as of January 8, 2024, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CHURCHILL AGENCY SERVICES LLC, as administrative agent and collateral agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, MPG ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), CATALYST ACQUISITION MERGER SUB, LLC, a Delaware limited liability company (the “Initial Borrower”), immediately following the execution and delivery of the Closing Date Assumption Agreement and the merger of the Initial Borrower with and into it on the Closing Date, MPG PARENT HOLDINGS, LLC, a Delaware limited liability company (“Company”), the other Credit Parties from time to time party thereto, Agent and each Lender from time to time party thereto have entered into that certain Credit Agreement, dated as of January 8, 2024 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

the issued and pending Patents (as defined in the Security Agreement) including those in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Patent Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of

such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in 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 Patent Security Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement. The words “execution,” “signed,” “signature” and words of like import in this Patent Security Agreement relating to the execution and delivery of this Patent Security Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Patent Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Patent Security Agreement or any instrument or agreement required hereunder. This Patent Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PLX ACQUISITION COMPANY, LLC, as an Initial Grantor

By: 
Name: Joshua J. Garrett
Title: Vice President

CHURCHILL AGENCY SERVICES LLC,
as Agent

By: *Jill White*
Name: Jill White
Title: Managing Director

SCHEDULE A

United States Patents and Patent Applications

Registered Owner/ Grantor	Patent No. or Application No.	Registration Date or Application Date
PLX Acquisition Company, LLC	13/631,963	9/29/2012
PLX Acquisition Company, LLC	13/791,189	3/08/2013
PLX Acquisition Company, LLC	13/908,233	6/03/2013
PLX Acquisition Company, LLC	15/644,694	7/07/2017
PLX Acquisition Company, LLC	16/183,616	11/07/2018
PLX Acquisition Company, LLC	16/833,371	3/27/2020
PLX Acquisition Company, LLC	17/378,458	7/16/2021
PLX Acquisition Company, LLC	61/540,699	1/00/1900
PLX Acquisition Company, LLC	63/000,287	1/00/1900
PLX Acquisition Company, LLC	PCT/US12/58163	9/29/2012