508395162 02/20/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI37018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
KEMEERA LLC	02/16/2024

RECEIVING PARTY DATA

Company Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT	
Street Address:	4 CHASE METROTECH CENTER	
City:	BROOKLYN	
State/Country:	NEW YORK	
Postal Code:	11245	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	11161307

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

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Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2271246ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	02/20/2024

Total Attachments: 5

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> **PATENT** REEL: 066497 FRAME: 0087

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PATENT SECURITY AGREEMENT dated as of February 16, 2024 (this "Agreement"), among KEMEERA LLC, a California limited liability company, and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made (a) to the Credit Agreement dated as of December 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Fathom Guarantor, LLC, Fathom Manufacturing, LLC, the Lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of December 23, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Fathom Guarantor, LLC, Fathom Manufacturing, LLC, the Subsidiary Loan Parties from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative 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. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Loan Party party hereto is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Sections 1.02 and 1.07 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Loan Party pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign, pledge and grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Loan Party or in which such Loan Party now has or at any time hereafter may acquire any right, title or interest (a) all letters patent of the United States or the equivalent thereof in any other country or supranational authority, all registrations and recordings thereof and all applications for letters patent of the United States or the equivalent thereof in any other country or supranational authority, including, in the case of the Loan Party, any of the foregoing set forth under its name on Schedule I hereto, and (b) all reissues, continuations, divisions, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, substitutions, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell, import or export the inventions disclosed or claimed therein (collectively, the "Patent Collateral").

SECTION 3. <u>Intellectual Property License</u>. Pursuant to the Guarantee and Collateral Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article V of the Guarantee and Collateral Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, the Loan Party has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Loan Party) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the Guarantee and Collateral Agreement or thereafter acquired by the Loan Party, wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, the right

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to prosecute and maintain all such Intellectual Property and the right to sue for past infringement of such Intellectual Property.

SECTION 4. <u>Guarantee and Collateral Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Loan Party hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral are more fully set forth in the Guarantee and 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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 counterpart of a signature page of this Agreement that is an Electronic Signature transmitted by emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. <u>Incorporation by Reference</u>. The provisions of Sections 7.04, 7.07, 7.08, 7.09, 7.11, 7.13 and 7.19 of the Guarantee and Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, *mutatis mutandis*.

[Signature Pages Follow]

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

> KEMEERA LLC, as the Loan Party Name: CAREY CHEN
> Title: CEO

PATENT

REEL: 066497 FRAME: 0090

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

By:

Name: Sally Weiland
Title: Authorized Officer

PATENT REEL: 066497 FRAME: 0091

RECORDED: 02/20/2024

United States Patents

Kemeera LLC Loan Party

Data Aggregation and Analytics for Digital Manufacturing

Title

Registration Number 11/161,307

November 2, 2021 Registration Date **PATENTS**

SCHEDULE I

Schedule I to the Patent Security Agreement

PATENT

REEL: 066497 FRAME: 0092