508413966 02/29/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI62900

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Assignment of First Lien Patent Security Agreement	
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Execution Date
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent	02/29/2024

RECEIVING PARTY DATA

Company Name:	JPMorgan Chase Bank, N.A., as successor collateral agent	
Street Address:	10 S. Dearborn Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D752126
Patent Number:	9182653

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: 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP

Address Line 1:555 South Flower Street, Suite 2700Address Line 4:Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1111002-0314-S216	
NAME OF SUBMITTER:	Justine Lu	
SIGNATURE:	Justine Lu	
DATE SIGNED:	02/29/2024	

Total Attachments: 6

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PATENT 508413966 REEL: 066708 FRAME: 0915

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ASSIGNMENT OF FIRST LIEN PATENT SECURITY AGREEMENT

THIS ASSIGNMENT OF FIRST LIEN PATENT SECURITY AGREEMENT (the "Assignment") is made and entered into as of February 29, 2024 by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the original collateral agent (in such capacity, "Assignor"), in favor of JPMORGAN CHASE BANK, N.A., as successor agent (of 10 S Dearborn Street, Chicago, IL 60603), as the successor collateral agent (in such capacity, "Assignee").

WITNESSETH

WHEREAS, Assignor is party to that certain First Lien Security Agreement, dated as of March 31, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Total Recall Corporation (the "Grantor"), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the first lien patent security agreement made by the Grantor in favor of Assignor recorded at the United States Patent and Trademark Office on March 31, 2021 at Reel/Frame 055903/0001 (the "Patent Security Agreement"), the Grantor granted to Assignor a security interest in all of such Grantor's right, title or interest in or to any and all of the Patent Collateral (as such term is used in the Patent Security Agreement), including the Patents and Patent Applications (as such terms are used in the Patent Security Agreement) set forth on Schedule I; and

WHEREAS, pursuant to that certain Resignation, Waiver and Appointment Agreement, dated as of February 29, 2024 ("the <u>Agreement</u>"), among the Grantors, Assignor, Assignee and the other parties thereto, Assignor has resigned as collateral agent and administrative agent under the Credit Agreement (as defined in the Agreement) (the "<u>Credit Agreement</u>"), the Security Agreement and the other Loan Documents (as defined in the Credit Agreement), Assignee has assumed and succeeded to all of the rights, powers, privileges and duties of Assignor as collateral agent and administrative agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the Patent Security Agreement, including, without limitation, Assignor's security interest in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Agreement, Security Agreement or Credit Agreement.
- 2. <u>Assignment</u>. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement, Credit Agreement and the Patent Security Agreement, including, without limitation,

its security interest in the Patent Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests.

- 3. <u>Acknowledgment of Grantor</u>. The security interest assigned to Assignee as the new collateral agent for the Secured Parties (as such term is used in the Agreement) pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Patent Security Agreement, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in the Patent Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in the Patent Collateral are more fully set forth in the Security Agreement, Credit Agreement, Agreement and the Patent Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
- 4. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

 $\,$ IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSI	IGN	\cap	P٠
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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the original collateral agent

Ву:_____

Name: Mikhail Faybusovich

Title: Authorized Signatory

Ву: ______

Name: Andrew Senicki

Title: Authorized Signatory

ACCEPTED AND AGREED

as of the date above first written:

ASSIGNEE:

JPMORGAN CHASE BANK, N.A., as the successor collateral agent

By: __//

Name: Jeremy Parker

Title: Authorized Officer

ACCEPTED AND AGREED

as of the date above first written:

GRANTOR:

TOTAL RECALL CORPORATION,

a New York corporation, as Grantor

Name: Alan C. Bergschneider

Title: Chief Financial Officer

[Signature Page to Assignment of First Lien Patent Security Agreement]

Schedule I

Patent Applications and Patents:

Title	Jurisdiction	Application No. Filing Date	Patent No. Issue Date	Current Owner of Record
MOBILE SURVEILANCE CAMERA ENCLOSURE	U.S	29/504,208 02-OCT-2014	D752126 22-MAR-2016	TOTAL RECALL CORPORATION
CONVERTIBLE MOBILE SURVEILLANCE CAMERA ENCLOSURE FOR SELECTIVELY PROTECTING CAMERA DOME	U.S.	14/505,390 02-OCT-2014	9182653 10-NOV-2015	TOTAL RECALL CORPORATION

PATENT REEL: 066708 FRAME: 0922

RECORDED: 02/29/2024