508430903 03/11/2024

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI85074

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date	
SVI INTERNATIONAL LLC	03/04/2024	

### **RECEIVING PARTY DATA**

Company Name:	BARINGS FINANCE LLC, AS AGENT		
Street Address:	300 South Tryon Street		
Internal Address:	Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number			
Application Number:	11063089			
Application Number:	11786236			
Application Number:	10798042			

#### CORRESPONDENCE DATA

Fax Number: 2122944700

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: 2122946635

Email: dkumar@winston.com **Correspondent Name:** Becky L. Troutman Address Line 1: Winston & Strawn LLP

Address Line 2: 101 California Street, 35th Floor

Address Line 4: San Francisco, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER:	14044.203 PSA-SVI/Barings		
NAME OF SUBMITTER:	Deomattie Kumar		
SIGNATURE:	Deomattie Kumar		
DATE SIGNED:	03/11/2024		

### **Total Attachments: 5**

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**PATENT** REEL: 066718 FRAME: 0324 508430903

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> PATENT REEL: 066718 FRAME: 0325

#### PATENT SECURITY AGREEMENT

March 4, 2024

This Patent Security Agreement (this "<u>Agreement</u>"), dated as of March 4, 2024 is made by SVI INTERNATIONAL LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of BARINGS FINANCE LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of March 4, 2024, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.
- 2. <u>Grant of Security Interest</u>. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):
  - (a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;
  - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
  - (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

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- 4. <u>Acknowledgment</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.
- 6. <u>Governing Law.</u> THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

SVI INTERNATIONAL LLC, as Borrower

DocuSigned by:

By: Bran

Name: Brian Kohn
Title: President

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BARINGS FINANCE LLC, as Agent

Sug & Chypell

By:

Name: Scott Chappell Title: Managing Director

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## **SCHEDULE 1**

# TO

## PATENT SECURITY AGREEMENT

# Patents and Patent Applications:

**RECORDED: 03/11/2024** 

Owner	Title	Country	Application #	Filed Date	Patent #	Issue Date	Status
SVI International LLC	Condensate Scavenging System and Method for In- Ground Vehicle Lifts	US	11/063,089	2/22/2005	7,534,095	5/19/2009	Active
SVI International LLC	Safety Shield for use with Winch Wheel of a Boat Lift	US	11/786,236	N/A	N/A	N/A	Abandoned
SVI International LLC	Multiple Locking Position Safety Leg for Lifts	US	10/798,042	March 11, 2004	7,219,768	May 22, 2007	Abandoned

PATENT REEL: 066718 FRAME: 0330