508462708 03/27/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI124989

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
Subsplash IP, LLC	03/27/2024

RECEIVING PARTY DATA

Company Name:	JPMORGAN CHASE BANK, N.A., as Agent		
Street Address:	131 S Dearborn St, Floor 04		
Internal Address:	Attention: LC Agency Team		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		

PROPERTY NUMBERS Total: 7

Property Type	Number	
Patent Number:	11146603	
Patent Number:	10523725	
Patent Number:	10009395	
Patent Number:	9912710	
Patent Number:	D883300	
Patent Number:	D878402	
Patent Number:	D878386	

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: 3127018637

Email: ipdocket@mayerbrown.com,wsiegel@mayerbrown.com

Correspondent Name: Mr. William R. Siegel Address Line 1: 71 S. Wacker Drive

Address Line 2: 42-62

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	24761909
NAME OF SUBMITTER:	William Siegel
SIGNATURE:	William Siegel

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DATE SIGNED:	03/27/2024		
Total Attachments: 6			
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "<u>Patent Security Agreement</u>") dated as of March 27, 2024 is made by the signatory party hereto (the "<u>Grantor</u>") in favor of JPMORGAN CHASE BANK, N.A., in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "<u>Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among SUBSPLASH INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), SUBSPLASH HOLDINGS INC., a Washington corporation ("Borrower" and together with those additional entities that hereafter become party thereto as a borrower in accordance with the terms thereof by executing a Borrower Joinder, each, a "Borrower" and collectively, the "Borrowers"), the Guarantors party thereto, the financial institutions which are now or which hereafter become lenders thereunder (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of Lenders, a continuing first priority lien and security interest in all of Grantor's right, title and interest in, to and under the following, to the extent included in the Collateral, whether presently existing or hereafter created or acquired or in which the Grantor now has or hereafter acquires any rights (collectively, the "Patent Collateral"):
- (a) all of Grantor's patents, patent applications, and patentable inventions (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those patents and patent applications referred to on Schedule I hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and
- (c) all proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (i) any claims by Grantor against third parties for damages by reason of past, present or future infringement of any Patent or any License, and (ii) any claim by Grantor against third parties for

PATENT REEL: 066919 FRAME: 0827 damages by reason of past, present or future misappropriation or wrongful use or disclosure of any property or right described above or of any such property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (i).

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending <u>Schedule I</u> to include any such new patents or patent applications of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 7. <u>CONSTRUCTION</u>. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments,

changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. <u>GOVERNING LAW</u>. SECTION 16.1 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

SUBSPLASH IP, LLC, a Washington limited liability company

Title: Chief Financial Officer

Signature Page to Patent Security Agreement

ACCEPTED AND ACKNOWLEDGED BY: JPMORGAN CHASE BANK, N.A., as Agent

Name: Rebecca Belding
Title: VP

Signature Page to Patent Security Agreement

PATENT

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$\frac{\text{SCHEDULE I}}{\text{TO}}$

PATENT SECURITY AGREEMENT

Jurisdiction	Title	Application Number	Patent Number	Owner
U.S.	Systems and methods for automated real-time internet streaming and broadcasting	201916705914	11146603	Subsplash IP, LLC
U.S.	Display screen or portion thereof with graphical user interface	201729604967	883300	Subsplash IP, LLC
U.S.	Display screen or portion thereof with transitional graphical user interface	201729604960	878402	Subsplash IP, LLC
U.S.	Display screen or portion thereof with transitional graphical user interface	201729604956	878386	Subsplash IP, LLC
U.S.	Systems and methods for automated real-time internet streaming and broadcasting	201816005771	10523725	Subsplash IP, LLC
U.S.	Systems and methods for automated real-time Internet streaming and broadcasting	201715409901	10009395	Subsplash IP, LLC
U.S.	Systems and methods for automated real-time Internet streaming and broadcasting	201514799888	9912710	Subsplash IP, LLC

Schedule I to Patent Security Agreement

RECORDED: 03/27/2024

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