

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1135509

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Rimkus Consulting Group, Inc.	04/01/2024
Loss Management Solutions, Inc.	04/01/2024
RECEIVING PARTY DATA	
Company Name:	Antares Capital LP, as the Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8762183
Patent Number:	10340060
Patent Number:	11255764
CORRESPONDENCE DATA	
Fax Number:	
<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:	2136207848
Email:	iprecordations@whitecase.com
Correspondent Name:	Justine Lu/White & Case LLP
Address Line 1:	555 South Flower Street, Suite 2700
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	1182293-0053-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	Justine Lu
DATE SIGNED:	04/01/2024
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of April 1, 2024 (this “Patent Security Agreement”), is made by Loss Management Solutions, Inc., a Texas corporation and Rimkus Consulting Group, Inc., a Texas corporation (each a “Pledgor” and collectively, the “Pledgors”), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of April 1, 2024 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among Penta Finance Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), Rimkus Consulting Group, Inc., a Texas corporation (“Borrower” and, together with each Additional Borrower from time to time party hereto, collectively, the “Borrowers” and each, individually, a “Borrower”), and RCG Intermediate LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Pledged Collateral, and in each case excluding Excluded Property (collectively, the “Patent Collateral”):

(a) all United States issued patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvement described and claimed therein, (iii) reissues, reexaminations, divisionals, renewals, extensions, provisionals, continuations and continuations in part thereof and amendments thereto, and (iv) rights to sue or otherwise recover for past, present or future infringements or other violations thereof; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

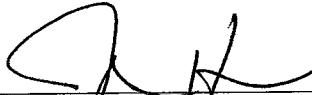
SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09 and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

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

PLEDGORS:

RIMKUS CONSULTING GROUP, INC.,
a Texas corporation

By: 
Name: Jonathan Higgins
Title: President


LOSS MANAGEMENT SOLUTIONS, INC.,
a Texas corporation

By: 
Name: Jonathan Higgins
Title: President

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By:  _____

Name: Brendan Condron

Title: Duly Authorized Signatory

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

United States Issued Patents:

OWNER	TITLE	PATENT NUMBER
LOSS MANAGEMENT SOLUTIONS, INC.	System for auditing property insurance claims that result in restoration claims	8762183
RIMKUS CONSULTING GROUP, INC.	Overcurrent protection devices and circuits for shielded cables	10340060
RIMKUS CONSULTING GROUP, INC.	Device and method for testing the lift of roof tiles	11255764

United States Patent Applications:

None.