

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI194891

|   |                             |
|---|-----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT              |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST           |
| <b>CONVEYING PARTY DATA</b>   |                             |
| <b>Name</b>   | <b>Execution Date</b>       |
| SPACE AGE ELECTRONICS, INC.   | 04/19/2024                  |
| <b>RECEIVING PARTY DATA</b>   |                             |
| <b>Company Name:</b>  | HARBORONE BANK              |
| <b>Street Address:</b>  | 770 Oak Street              |
| <b>City:</b>  | Brockton                    |
| <b>State/Country:</b>   | MASSACHUSETTS               |
| <b>Postal Code:</b>   | 02301                       |
| <b>PROPERTY NUMBERS Total: 4</b>  |                             |
| <b>Property Type</b>  | <b>Number</b>               |
| Patent Number:  | 5767782                     |
| Patent Number:  | 5390095                     |
| Patent Number:  | D420615                     |
| Patent Number:  | D422525                     |
| <b>CORRESPONDENCE DATA</b>  |                             |
| <b>Fax Number:</b>  |                             |
| <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> |                             |
| <b>Phone:</b>   | 617-720-0099                |
| <b>Email:</b>   | aboyson@sassooneymrot.com   |
| <b>Correspondent Name:</b>  | Alyssa Boyson               |
| <b>Address Line 1:</b>  | Sassoon Cymrot Law, LLC     |
| <b>Address Line 2:</b>  | 84 State Street, Suite 820  |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02109 |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 62615                       |
| <b>NAME OF SUBMITTER:</b>   | Andrew Hackett              |
| <b>SIGNATURE:</b>   | Andrew Hackett              |
| <b>DATE SIGNED:</b>   | 04/26/2024                  |
| <b>Total Attachments: 7</b>   |                             |
| source=IP Security Agreement (SAE) (Ex A)#page1.tif   |                             |
| source=IP Security Agreement (SAE) (Ex A)#page2.tif   |                             |

source=IP Security Agreement (SAE) (Ex A)#page3.tif  
source=IP Security Agreement (SAE) (Ex A)#page4.tif  
source=IP Security Agreement (SAE) (Ex A)#page5.tif  
source=IP Security Agreement (SAE) (Ex A)#page6.tif  
source=IP Security Agreement (SAE) (Ex A)#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented, addended and/or otherwise modified from time to time, this “**IP Security Agreement**”), dated as of April 19, 2024 (the “**Effective Date**”), is made by **SPACE AGE ELECTRONICS, INC.**, a Massachusetts corporation with its principal place of business located at 58 Chocksett Road, Sterling, Massachusetts 01564 (collectively with its successors and/or permitted assigns, “**Borrower**”), in favor and for the benefit of **HARBORONE BANK**, a Massachusetts-chartered banking institution with its principal place of business located at 770 Oak Street, Brockton, Massachusetts 02301 (collectively with its successors and/or assigns, “**Lender**”).

### **RECITALS:**

**A.** Borrower and Lender have entered into a certain Credit Agreement dated as of the Effective Date (as it may be amended, restated, supplemented, addended and/or otherwise modified from time to time, the “**Credit Agreement**”).

**B.** As a condition precedent to the making of any loans or other credit accommodations by Lender under the Credit Agreement, Borrower has executed and delivered to Lender that certain Security Agreement dated as of the Effective Date (as amended, restated, supplemented, addended and/or otherwise modified from time to time, the “**Security Agreement**”).

**C.** Under the terms of the Security Agreement, Borrower has granted to, and in favor and for the benefit of, Lender, a security interest in, among other property, all of the intellectual property of Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees with and in favor of Lender as follows:

1. **GRANT OF SECURITY.** Borrower hereby pledges and grants to, and in favor and for the benefit of, Lender a security interest in and to all of the right, title, interest and claims of Borrower in, to and under the following (the “**IP Collateral**”):

1.1 the patents and patent applications set forth in Schedule 1 attached hereto (and incorporated herein, and made a part hereof, by this reference) and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

1.2 the trademark registrations and applications set forth in Schedule 2 attached hereto (and incorporated herein, and made a part hereof, by this reference), together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.3 the copyright registrations and applications, and the copyright registrations and applications exclusively licensed to Borrower, set forth in Schedule 3 attached hereto (and incorporated herein, and made a part hereof, by this reference), and all extensions and renewals thereof (the “**Copyrights**”);

1.4 all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.5 any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.6 any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **RECORDATION**. Borrower hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. **LOAN DOCUMENTS**. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit or vitiate such rights and remedies.

4. **EXECUTION IN COUNTERPARTS**. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this IP Security Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. **SUCCESSORS AND ASSIGNS**. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **GOVERNING LAW**. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of Massachusetts or any other jurisdiction).


*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned Borrower has caused this IP Security Agreement to be executed and delivered by its duly authorized signatory, as an instrument under seal, as of the Effective Date set forth and defined above.

BORROWER:

**SPACE AGE ELECTRONICS, INC.**

*Witness to Borrower's Signature:*

  
\_\_\_\_\_  
Witness Signature

Witness Name: Lisa Borchert Bowen

By:   
\_\_\_\_\_  
Name: Stephen J. Trotta  
Title: President

**ACKNOWLEDGED AND ACCEPTED BY:**

LENDER:

**HARBORONE BANK**

By: \_\_\_\_\_  
Name: Jeffrey R. Sweet  
Title: Vice President

**INCORPORATED SCHEDULES THAT FOLLOW:**

- SCHEDULE 1: Patents and Patent Applications
- SCHEDULE 2: Trademark Registrations and Applications
- SCHEDULE 3: Copyright Registrations and Applications

SIGNATURE PAGE TO:  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SPACE AGE ELECTRONICS, INC.  
HARBORONE BANK

**PATENT**  
**REEL: 067239 FRAME: 0928**

**IN WITNESS WHEREOF**, the undersigned Borrower has caused this IP Security Agreement to be executed and delivered by its duly authorized signatory, as an instrument under seal, as of the Effective Date set forth and defined above.

**BORROWER:**

**SPACE AGE ELECTRONICS, INC.**

*Witness to Borrower's Signature:*

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name:

By: \_\_\_\_\_

Name: Stephen J. Trotta

Title: President

**ACKNOWLEDGED AND ACCEPTED BY:**

**LENDER:**

**HARBORONE BANK**

By: \_\_\_\_\_

Name: Jeffrey R. Sweet

Title: Vice President

**INCORPORATED SCHEDULES THAT FOLLOW:**

- SCHEDULE 1: Patents and Patent Applications**
- SCHEDULE 2: Trademark Registrations and Applications**
- SCHEDULE 3: Copyright Registrations and Applications**

**SIGNATURE PAGE TO:**  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SPACE AGE ELECTRONICS, INC.  
HARBORONE BANK

**PATENT**

**REEL: 067239 FRAME: 0929**

**SCHEDULE 1**  
PATENTS AND PATENT APPLICATIONS

| <b><u>Patent #</u></b> | <b><u>Description</u></b>                    |
|------------------------|--|
| 5767782                | Guard for visual signal device               |
| 5390095                | Visual signaling device                      |
| D420615                | Visual alarm signaling device guard          |
| D422525                | Extended visual alarm signaling device guard |

**SCHEDULE 2**  
TRADEMARK REGISTRATIONS AND APPLICATIONS

None.



**SCHEDULE 3**  
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.