

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI209697

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
Cambridge Sound Management, LLC	04/30/2024

**RECEIVING PARTY DATA**

<b>Company Name:</b>	MidCap Financial Trust, as Collateral Agent
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC, as Servicer
<b>City:</b>	Bethesda
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	20814

**PROPERTY NUMBERS Total: 12**

Property Type	Number
Application Number:	14985879
Application Number:	15083452
Application Number:	15423029
Application Number:	15598528
Application Number:	15928227
Application Number:	16457109
Application Number:	16660663
Application Number:	16780829
Application Number:	17228597
Application Number:	18350728
Application Number:	29522908
Application Number:	29569922

**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:** (312)993-2617

**Email:** atoosa.nowrouzi@lw.com

**Correspondent Name:** Atoosa Nowrouzi

**Address Line 1:** 330 North Wabash Avenue, Suite 2800

PATENT

<b>Address Line 4:</b> Chicago, ILLINOIS 60611	
<b>ATTORNEY DOCKET NUMBER:</b>	058728-0144 (AN)
<b>NAME OF SUBMITTER:</b>	Atoosa Nowrouzi
<b>SIGNATURE:</b>	Atoosa Nowrouzi
<b>DATE SIGNED:</b>	05/03/2024
<b>Total Attachments: 6</b> source=MidCap_Biamp - PSA (Cambridge Sound Management, LLC) (Executed)(150483096.1)#page1.tif source=MidCap_Biamp - PSA (Cambridge Sound Management, LLC) (Executed)(150483096.1)#page2.tif source=MidCap_Biamp - PSA (Cambridge Sound Management, LLC) (Executed)(150483096.1)#page3.tif source=MidCap_Biamp - PSA (Cambridge Sound Management, LLC) (Executed)(150483096.1)#page4.tif source=MidCap_Biamp - PSA (Cambridge Sound Management, LLC) (Executed)(150483096.1)#page5.tif source=MidCap_Biamp - PSA (Cambridge Sound Management, LLC) (Executed)(150483096.1)#page6.tif	

## PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of April 30, 2024 (this "Patent Security Agreement"), is made by Cambridge Sound Management, LLC, a Delaware limited liability company (the "Pledgor"), in favor of MidCap Financial Trust ("MidCap"), in its capacity as collateral agent, pledgee and assignee for the benefit of the Secured Parties (in such capacities and together with any successors in such capacities, the "Collateral Agent") in connection with that certain Credit Agreement, dated as of April 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Biamp Holdings, LLC, a Delaware limited liability company ("Holdings"), Biamp, LLC, a Delaware limited liability company ("Biamp"), by Biamp Systems, LLC, a Delaware limited liability company (together with Biamp, each a "Borrower", and collectively, the "Borrowers"), and the subsidiary guarantors from time to time party thereto by execution of the Credit Agreement or otherwise by execution of a Joinder Agreement (together with Holdings, collectively the "Guarantors").

### W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the 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. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a) all patents, utility models, industrial designs and statutory invention registrations issued or assigned to and all patent applications and registrations made by the Pledgor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to the Pledgor's use of any of the foregoing;

(c) inventions, discoveries, designs and improvements described and claimed therein;

(d) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof and amendments thereto;

(e) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present or future infringements or other violations thereof; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property).

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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. Termination. Subject to Section 10.4 of the Security Agreement, this Patent Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Secured Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Subject to Section 10.4 of the Security Agreement, upon termination hereof, the Security Interests granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgor, assign, transfer and deliver to the Pledgor, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the 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.

PLEDGOR

CAMBRIDGE SOUND MANAGEMENT, LLC

*Chris McRorie*

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

Name: Chris McRorie

Title: Vice President, General Counsel & Secretary


[Signature Page to Patent Security Agreement]

Accepted and Agreed:

**MIDCAP FINANCIAL TRUST,**  
as Collateral Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 067306 FRAME: 0734**

SCHEDULE 1  
to  
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent/Pub. No.</b>	<b>Pub./Grant Date</b>	<b>Owner</b>
WIRELESS SOUND-EMITTING DEVICE AND SYSTEM FOR REMOTELY CONTROLLING A SOUND-EMITTING DEVICE	14985879	2015-12-31	9596539	2017-03-16	Cambridge Sound Management, LLC
SYSTEM AND METHOD FOR DEFINED AREA SOUND MASKING	15083452	2016-03-29	9666174	2017-05-30	Cambridge Sound Management, LLC
WIRELESS SOUND-EMITTING DEVICE AND SYSTEM FOR REMOTELY CONTROLLING A SOUND-EMITTING DEVICE	15423029	2017-02-02	9955245	2018-04-24	Cambridge Sound Management, LLC
SELF-POWERED LOUDSPEAKER FOR SOUND MASKING	15598528	2017-05-18	10074353	2018-09-11	Cambridge Sound Management, LLC
WIRELESS SOUND-EMITTING DEVICE AND SYSTEM FOR REMOTELY CONTROLLING A SOUND-EMITTING DEVICE	15928227	2018-03-22	10455307	2019-10-22	Cambridge Sound Management, LLC
COMMERCIAL LIGHTING INTEGRATED WITH LOUDSPEAKERS FOR SOUND MASKING, PAGING OR MUSIC	16457109	2019-06-28	11622180	2023-04-04	Cambridge Sound Management, LLC
WIRELESS SOUND-EMITTING DEVICE AND SYSTEM FOR REMOTELY CONTROLLING A SOUND-EMITTING DEVICE	16660663	2019-10-22	10979792	2021-04-13	Cambridge Sound Management, LLC
SOUND MASKING SYSTEM	16780829	2020-02-03	11700483	2023-07-11	Cambridge Sound Management, LLC
WIRELESS SOUND-EMITTING DEVICE AND SYSTEM FOR REMOTELY CONTROLLING A SOUND-EMITTING DEVICE	17228597	2021-04-12	11622182	2023-04-04	Cambridge Sound Management, LLC
SOUND MASKING SYSTEM	18350728	2023-07-11	20230353935	2023-11-02	Cambridge Sound Management, LLC

<b>Title</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent/Pub. No.</b>	<b>Pub./Grant Date</b>	<b>Owner</b>
INDICATOR LIGHT PANEL FOR A SOUND MASKING SYSTEM	29522908	2015-04-03	D0838397S	2019-01-15	Cambridge Sound Management, LLC
WIRELESS SOUND EMITTING DEVICE	29569922	2016-07-01	D0813222S	2018-03-20	Cambridge Sound Management, LLC