

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI229954

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Driverge Canada ULC	04/05/2024
RECEIVING PARTY DATA	
Company Name:	Blue Torch Finance, LLC
Street Address:	150 East 58th Street
Internal Address:	39th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10155
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10821038
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:	2127288000
Email:	IPDocketing@willkie.com
Correspondent Name:	Spencer Simon
Address Line 1:	787 Seventh Avenue
Address Line 4:	New York , NEW YORK 10019
ATTORNEY DOCKET NUMBER:	132662.00098
NAME OF SUBMITTER:	HEATHER SCHNEIDER
SIGNATURE:	HEATHER SCHNEIDER
DATE SIGNED:	05/14/2024
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) made as of April 5, 2024, by, Driverge Canada ULC, an unlimited liability company formed under the laws of the province of British Columbia (“**Grantor**”), in favor of Blue Torch Finance, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, the other Loan Parties from time to time party thereto, and Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Guarantee and Collateral Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Patent listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof;

(b) all reissues, substitutes, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof;

(d) all products and proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto; and

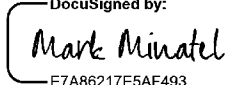
(e) all other rights accruing thereunder or pertaining thereto throughout the world.

3. Governing Law. This Agreement is made under and governed by the 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.

[Signature Page Follows]

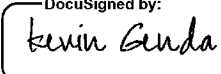
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DRIVERGE CANADA ULC, a British
Columbia ULC

By:  _____
Name: Mark Minatel
Title: President

Agreed and accepted as of
the date first written above:

BLUE TORCH FINANCE, LLC, as Agent

By:  _____
Name: Kevin Genda
Title: Chief Executive Officer

SCHEDULE A

Patent Registrations and Applications

Grantor	Patent Registration Number	Patent Registration Date	Patent Application Number	Patent Application Date
Driverge Canada ULC	10821038	11/03/2020	16171403	10/26/2018