

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI242281

|   |                                    |
|---|------------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                     |
| NATURE OF CONVEYANCE:   | SECURITY INTEREST                  |
| CONVEYING PARTY DATA  |                                    |
| Name  | Execution Date                     |
| ATHLETICA SPORT SYSTEMS INC.  | 05/17/2024                         |
| RECEIVING PARTY DATA  |                                    |
| Company Name:   | NATIONAL BANK OF CANADA            |
| Street Address:   | 130 King Street West               |
| Internal Address:   | Suite 3200                         |
| City:   | Toronto                            |
| State/Country:  | CANADA                             |
| Postal Code:  | M5X 1J9                            |
| PROPERTY NUMBERS Total: 6   |                                    |
| Property Type   | Number                             |
| Patent Number:  | 7914385                            |
| Patent Number:  | D707105                            |
| Patent Number:  | 6004217                            |
| Patent Number:  | D676577                            |
| Patent Number:  | D713060                            |
| Patent Number:  | D722863                            |
| 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:  | 4048156500                         |
| Email:  | jboard@ktslaw.com                  |
| Correspondent Name:   | Kilpatrick Townsend & Stockton LLP |
| Address Line 1:   | 1100 Peachtree Street NE           |
| Address Line 2:   | Suite 2800                         |
| Address Line 4:   | Atlanta, GEORGIA 30309             |
| ATTORNEY DOCKET NUMBER:   | 0N0870-1440253                     |
| NAME OF SUBMITTER:  | Joey Ward                          |
| SIGNATURE:  | Joey Ward                          |
| DATE SIGNED:  | 05/20/2024                         |

**Total Attachments: 4**

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## **PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT, dated as of May 17, 2024, is made by ATHLETICA SPORT SYSTEMS INC., an Ontario corporation having an address at 554 Parkside Drive, Waterloo, ON N2L 5Z4 ("Grantor"), in favor of NATIONAL BANK OF CANADA, a Canadian-chartered bank having an office at 130 King Street West, Suite 3200, Toronto, Ontario M5X 1J9 ("Lender").

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

WHEREAS, Grantor, the other entities party thereto and Lender are parties to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

WHEREAS, Grantor has entered into that certain General Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender, pursuant to which Grantor is executing and delivering this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to make the extensions of credit contemplated thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the payment and performance in full of the Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Patent Collateral"):

(a) all letters patent of, or rights corresponding thereto in, the United States, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States, including, without limitation, (i) all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, (ii) all petty patents and patents of addition and (iii) the patent identified on Schedule 1 attached hereto (all of the foregoing, collectively, the "Patents");

(b) all inventions and improvements described and claimed with respect to any Patent;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, adjustments, amendments, renewals and extensions of any Patent, including, without limitation, all supplementary protection certificates;

(d) all claims for damages by way of past, present and future infringement, misappropriation, use, violation or other impairment of any Patent or any of the other assets described above, with the rights, but not the obligations, to sue and recover at law or in equity for such infringement, misappropriation, use, violation or other impairment thereof and to collect such damages for such infringement, misappropriation, use, violation or other impairment; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any 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 Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent Collateral subject to a security interest hereunder.

Section 5. Counterparts. Any amendment hereto shall require the written agreement of Pledgor and Pledgee. This Patent Security Agreement and any amendments 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 and all of which counterparts taken together shall constitute but one and the same instrument. Executed counterparts of this Patent Security Agreement may be delivered by facsimile or other electronic and the effectiveness of this Patent Security Agreement and signatures hereon shall have the same force and effect as manually signed originals. The words "execution," "signed," "signature," and words of like import in this Patent Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. The validity of this Patent Security Agreement, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York.

[Remainder of this page intentionally left blank.]

**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.

**ATHLETICA SPORT SYSTEMS INC.**

DocuSigned by:

*Patrick Westfall*

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

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Name: Patrick Westfall

Title: Chief Financial Officer & Secretary

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

| Description  | Registration Number |
|--|---------------------|
| Dasher Boards                                      | 7914385             |
| Plastic Support for Dasher Boards Shielding Panels | D707105             |
| Flexible Dasher Board System                       | 6004217             |
| SoftCap Design                                     | D676577             |
| SoftCap for Dasher Board                           | D713060             |
| H Style Divider Matrix Sleeve                      | D722863             |