## 508561830 05/22/2024 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI249375

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		SECURITY INTEREST		
CONVEYING PARTY	DATA			
		Name		Execution Date
SAINT LOUIS DESIGN	NS, INC.			05/10/2024
RECEIVING PARTY D				
Company Name:		MIDCAP FINANCIAL TRUST, AS COLLATERAL AGENT		
Street Address:		7255 Woodmont Avenue		
Internal Address:	Suite 300			
City:	Bethesda			
State/Country:	MARYLAN	D		
Postal Code:	20814			
Property Type		Number		
Patent Number:		)5562		
Patent Number:		179660		
Patent Number: 89		15196		
Patent Number: 82		)5563		
Patent Number:	820	)5564		
CORRESPONDENCE	DATA			
Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email: Correspondent Name Address Line 1:	if provided; if 617 ekn e: Pro One	e e-mail address first; if that that is unsuccessful, it will b 75269815 hox@proskauer.com hskauer Rose LLP e International Place	be sent via US Ma	
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## **First Lien Patent Security Agreement**

FIRST LIEN PATENT SECURITY AGREEMENT dated as of May 10, 2024 (this "Agreement"), among SAINT LOUIS DESIGNS, INC., a Texas corporation (the "Grantor") and MIDCAP FINANCIAL TRUST, as Collateral Agent.

WHEREAS, JLL JES MERGER SUB, INC. (the "Initial Borrower", which on the Closing Date merged with and into JONATHAN ACQUISITION COMPANY (the "Company"), with the Company surviving such merger as the "Parent Borrower"), JES ACQUISITION INTERMEDIATE, INC. ("Holdings"), the Lenders party thereto, MIDCAP FINANCIAL TRUST, as Administrative Agent (together with its successors and assigns, the "Administrative Agent") and Collateral Agent, and the other parties from time to time party thereto have entered into the First Lien Credit Agreement, dated as of December 22, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that First Lien Security Agreement, dated as of December 22, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Initial Borrower, the Parent Borrower, Holdings, the other Subsidiary Parties named therein and MidCap Financial Trust, as Collateral Agent (together with its successors and assigns, the "Collateral Agent"), pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings

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and pending applications in the United States Patent and Trademark Office (the "<u>USPTO</u>") or any similar offices in any other country, including those listed on Schedule I, and

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, together with

(c) any and all (i) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (ii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (iii) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Recordation</u>. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. <u>Applicable Law</u>. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SAINT LOUIS DESIGNS, INC., as the Grantor

Name: Daniel Di Piazza By: \_

Name: Daniel Di PiazzTitle: Secretary

[Signature Page to First Lien Patent Security Agreement]

PATENT REEL: 067492 FRAME: 0613 MIDCAP FINANCIAL TRUST, as Collateral Agent

- By: Apollo Capital Management, L.P., its investment manager
- By: Apollo Capital Management GP, LLC, its General Partner

z By:

Name: Maurice Amsellem Title: Authorized Signatory

PATENT REEL: 067492 FRAME: 0614

## Schedule I

## United States Patents and Pending Patent Applications

Title	Record Owner	Patent or Application No.
Aircraft table system with retractable support bolts	Saint Louis Designs, Inc.	US-8205562-B2
Helicopter docking/transport system	Saint Louis Designs, Inc.	US-10179660-B2
Aircraft table system with rolling sled member	Saint Louis Designs, Inc.	US-8915196-B2
Aircraft table system with rolling sled member	Saint Louis Designs, Inc.	US-8205563-B2
Aircraft table system with spring elements	Saint Louis Designs, Inc.	US-8205564-B2