

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI246563

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VERISCAN, LLC	05/10/2024
RECEIVING PARTY DATA	
Company Name:	BANK OF AMERICA, N.A., as the Collateral Agent
Street Address:	900 W. Trade Street
Internal Address:	NC1-026-06-09 (MacLegal)
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	11321983
Patent Number:	10997675
Patent Number:	10387976
Application Number:	17653772
CORRESPONDENCE DATA	
Fax Number:	7043311159
<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:	(704)331-1000
Email:	pto_tmconfirmation@mvalaw.com,maryelizabethzaldivar@mvalaw.com
Correspondent Name:	John Slaughter
Address Line 1:	Moore & Van Allen PLLC
Address Line 2:	100 North Tryon Street, Suite 4700
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003
ATTORNEY DOCKET NUMBER:	017625.005304
NAME OF SUBMITTER:	Mary Zaldivar
SIGNATURE:	Mary Zaldivar
DATE SIGNED:	05/22/2024
Total Attachments: 7	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 10, 2024, (this “Agreement”), among veriScan, LLC, a Delaware limited liability company (“Grantor”) and Bank of America, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Credit Agreement, dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among BigBear.ai Holdings, Inc., a Delaware corporation (the “Lead Borrower”), the other Borrowers from time to time party thereto, the lenders from time to time party thereto (the “Lenders”) and Bank of America, N.A., as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

all Patents, including the issued Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. 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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security


Agreement. 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. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

VERISCAN, LLC., a Delaware limited liability company

By: 

Name: Julie Pfeffer

Title: Chief Financial Officer and Secretary

BANK OF AMERICA, N.A.,
as the Collateral Agent

By: Cristina Aceto
Name: Cristina Aceto
Title: Vice President

SCHEDULE I

veriScan, LLC
(Delaware Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
VERISCAN AGENT	5875584	10/01/2019
Design Only	5869686	09/24/2019
VERISCAN	5869586	09/24/2019

SCHEDULE II

veriScan, LLC
(Delaware Limited Liability Company)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
SYSTEM AND METHOD FOR IDENTIFYING AND VERIFYING ONE OR MORE INDIVIDUALS USING FACIAL RECOGNITION	11321983	05/03/2022
FEDERATED SYSTEM FOR CENTRALIZED MANAGEMENT AND DISTRIBUTION OF CONTENT MEDIA	10997675	05/04/2021
FEDERATED SYSTEM FOR CENTRALIZED MANAGEMENT AND DISTRIBUTION OF CONTENT MEDIA	10387976	08/20/2019

Patent Applications

Title	Appl. No.	Filing Date
SYSTEM AND METHOD FOR IDENTIFYING AND VERIFYING ONE OR MORE INDIVIDUALS USING FACIAL RECOGNITION	17653772 20220270426	03/07/2022

SCHEDULE III

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None.