508563227 05/22/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI251142

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO PATENT AND LICENSE SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ANDROID INDUSTRIES LLC	05/07/2024

RECEIVING PARTY DATA

Company Name:	BANK OF AMERICA, N.A., as agent		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	11801717

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 3126097897

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	02795.00.0185
NAME OF SUBMITTER:	HOLLY MILLER
SIGNATURE:	HOLLY MILLER
DATE SIGNED:	05/22/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

source=First Amendment to Patent Security Agreement EXEC#page1.tif source=First Amendment to Patent Security Agreement EXEC#page2.tif source=First Amendment to Patent Security Agreement EXEC#page3.tif

source=First Amendment to Patent Security Agreement EXEC#page4.tif

PATENT REEL: 067505 FRAME: 0944

508563227

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF AUGUST 26, 2021, AMONG (i) BANK OF AMERICA, AS REVOLVING LOAN AGENT, AND (ii) SANTANDER BANK, N.A., AS TERM LOAN AGENT.

FIRST AMENDMENT TO PATENT AND LICENSE SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT AND LICENSE SECURITY AGREEMENT (this "Amendment") is entered into as of May 7, 2024 by each Grantor listed in the signature pages hereof in favor of BANK OF AMERICA, N.A., in its capacity as agent for itself and the other Lenders (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor (collectively, "<u>Borrower</u>"), the lender signatories thereto ("<u>Lenders</u>") and Agent are party to that certain Loan and Security Agreement, dated as of December 5, 2017 (as be amended, restated, supplemented, modified or otherwise changed from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted Grantee a continuing security interest in all right, title and interest to its patents by executing a Patent and License Security Agreement dated as of December 5, 2017, in favor of the Grantee (as be amended, restated, supplemented, modified or otherwise changed from time to time, the "Agreement"); and

WHEREAS, each Grantor intends to update Schedule A of the Agreement to reflect the patents each Grantor currently owns.

NOW, THEREFORE, in consideration of the foregoing and the agreements, promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Incorporation of the Agreement</u>. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety.
- 2. <u>Amendments of the Agreement.</u> Schedule A to the Agreement is hereby supplemented to include <u>Schedule A</u> attached hereto.
- 3. <u>Reaffirmation</u>. Except as specifically set forth herein, the Agreement remains in full force and effect, and each Grantor hereby ratifies and affirms all terms and conditions in the Agreement.
- 4. <u>Effectuation</u>. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without

PATENT REEL: 067505 FRAME: 0945 any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

5. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or ".PDF" copy of a signature page hereto shall be deemed an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

2

(Signature Page to First Amendment to Patent and License Security Agreement)

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be duly executed as of the date first above written.

GRANTORS:

ANDROID INDUSTRIES LLC

Name: Tricia Declercq

Title: Executive Vice President and

CFO

By

VP/#66180960

PATENT REEL: 067505 FRAME: 0947

$\frac{\text{SCHEDULE A}}{\text{PATENTS}}$

COUNTRY	FILED	SERIAL #	ISSUED	PATENT #	STATUS			
System and Method for Stemming a Wheel								
UNITED STATES	9/10/2022	17/942,115	10/31/2023	11,801,717	ISSUED			

RECORDED: 05/22/2024

PATENT REEL: 067505 FRAME: 0948