

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI376037

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Michael Stapleton Associates, Ltd	07/19/2024
RECEIVING PARTY DATA	
Company Name:	UBS AG, Stamford Branch, as successor to Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	600 Washington Blvd
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14567312
Application Number:	15073470
CORRESPONDENCE DATA	
Fax Number:	2127514864
<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:	2129061216
Email:	angela.amaru@lw.com
Correspondent Name:	Angela M Amaru
Address Line 1:	Latham & Watkins LLP
Address Line 2:	1271 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	030786-1038
NAME OF SUBMITTER:	Angela Amaru
SIGNATURE:	Angela Amaru
DATE SIGNED:	07/22/2024
Total Attachments: 5	
source=Patent Security Agreement (2021 1L CA) - Allied (executed)#page1.tiff	
source=Patent Security Agreement (2021 1L CA) - Allied (executed)#page2.tiff	
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PATENT SECURITY AGREEMENT, dated as of July 19, 2024 (this “Agreement”), among Michael Stapleton Associates, Ltd. (the “Grantor”) and UBS AG, STAMFORD BRANCH as successor to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Amended and Restated Credit Agreement dated as of May 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among, inter alios, ALLIED UNIVERSAL TOPCO LLC, a Delaware limited liability company (“Initial Holdings”), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the “Parent Borrower”), the other borrowers from time to time party thereto, the lenders and issuing banks from time to time party thereto and UBS AG CAYMAN ISLANDS BRANCH as successor to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and UBS AG, STAMFORD BRANCH as successor to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent, and that certain Collateral Agreement dated as of April 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Parent Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to all Patents, including those listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. Collateral Agreement. The 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

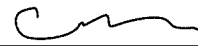
MICHAEL STAPLETON ASSOCIATES, LTD., as
Grantor

By: 
Name: David I. Buckman
Title: Executive Vice President, General
Counsel and Secretary

[Signature Page to Patent Security Agreement]

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By 
Name: Brian Cannon
Title: Executive Director

By 
Name: Cassandra Droogan
Title: Director

Schedule I

United States Issued and Applied-For Patents

Title	Patent Number	Issue Date	Application Number	Application Date	Owner
Systems and methods for facilitating remote security threat detection	14/567,312	11-Dec-2014	9,306,970	05-Apr-2016	Michael Stapleton Associates, Ltd.
Systems and methods for facilitating remote security threat detection	15/073,470	17-Mar-2016	9,922,386	20-Mar-2018	Michael Stapleton Associates, Ltd.