508662065 07/22/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI376097

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:	Citibank, N.A.	
Street Address:	388 Greenwich Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10013	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	14567312	
Application Number:	15073470	

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

2129061216 Phone:

Email: angela.amaru@lw.com

Correspondent Name: Angela M Amaru

Latham & Watkins LLP Address Line 1:

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

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ABL PATENT SECURITY AGREEMENT, dated as of July 19, 2024 (this "<u>Agreement</u>"), among Michael Stapleton Associates, Ltd. (the "<u>Grantor</u>") and CITIBANK, N.A., as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is hereby made to that certain ABL Credit Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among ALLIED UNIVERSAL TOPCO LLC, a Delaware limited liability company ("Initial Holdings"), ALLIED UNIVERSAL HOLDCO LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto and CITIBANK, N.A., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Initial Holdings, the 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. <u>Terms</u>. 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. <u>Grant of Security Interest</u>. 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 "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to all Patents, including those listed on Schedule I attached hereto (the "<u>Patent Collateral</u>"). This Agreement is not to be construed as an assignment of any Patent or Patent application.

SECTION 3. Collateral Agreement and ABL Intercreditor 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. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and hereunder and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. <u>Termination</u>. 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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

Name: David I. Buckman

Title: Executive Vice President, General

Counsel and Secretary

[Signature Page to Patent Security Agreement]

CITIBANK, N.A., as Collateral Agent

Name: Christopher Marino Title: Vice President & Director

Schedule I

<u>United States Issued and Applied-For Patents</u>

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

RECORDED: 07/22/2024