

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI412255

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LUMINATOR HOLDING L.P.	08/06/2024
RECEIVING PARTY DATA	
Company Name:	WINGSPIRE CAPITAL LLC, as Administrative Agent
Street Address:	11072 Amber Park Drive
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
PROPERTY NUMBERS Total: 20	
Property Type	Number
Application Number:	17919253
Patent Number:	8590184
Patent Number:	9080753
Patent Number:	8976044
Patent Number:	8262253
Patent Number:	7061690
Patent Number:	10976022
Patent Number:	11626046
Patent Number:	9852670
Patent Number:	10607517
Patent Number:	11100823
Patent Number:	11776437
Patent Number:	9788382
Patent Number:	10231308
Patent Number:	11134547
Patent Number:	9343002
Patent Number:	11100827
Patent Number:	9530336
Patent Number:	9990876
Patent Number:	8677662

CORRESPONDENCE DATA**Fax Number:** 6175269600

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: (617)526-9657**Email:** CSpiridiglioizzi@proskauer.com,docketingbiopatentboston@proskauer.com**Correspondent Name:** Christine Spiridiglioizzi**Address Line 1:** One International Place**Address Line 2:** Proskauer Rose LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	87348.0005
--------------------------------	------------

NAME OF SUBMITTER:	Christine Spiridiglioizzi
---------------------------	---------------------------

SIGNATURE:	Christine Spiridiglioizzi
-------------------	---------------------------

DATE SIGNED:	08/06/2024
---------------------	------------

Total Attachments: 8

source=05. Luminator - Patent Security Agreement - Luminator Holdings Executed (003)#page1.tiff

source=05. Luminator - Patent Security Agreement - Luminator Holdings Executed (003)#page2.tiff

source=05. Luminator - Patent Security Agreement - Luminator Holdings Executed (003)#page3.tiff

source=05. Luminator - Patent Security Agreement - Luminator Holdings Executed (003)#page4.tiff

source=05. Luminator - Patent Security Agreement - Luminator Holdings Executed (003)#page5.tiff

source=05. Luminator - Patent Security Agreement - Luminator Holdings Executed (003)#page6.tiff

source=05. Luminator - Patent Security Agreement - Luminator Holdings Executed (003)#page7.tiff

source=05. Luminator - Patent Security Agreement - Luminator Holdings Executed (003)#page8.tiff

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of August 6, 2024 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), among LUMINATOR HOLDING L.P., a Delaware limited partnership (the “**Grantor**”), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, together with its permitted successors and assigns in such capacity, the “**Administrative Agent**”).

Reference is made to (a) the Credit Agreement, dated as of the date hereof, by and among LUMINATOR TECHNOLOGY GROUP, LLC, a Delaware limited liability company (“**Holdings**”), LTG ACQUISITION, INC., a Delaware corporation (the “**Borrower**”), certain Subsidiaries of Holdings from time to time party thereto as Guarantors (each, a “**Guarantor**” and collectively, the “**Guarantors**”), the financial institutions from time to time party thereto as lenders (each, a “**Lender**” and, collectively, the “**Lenders**”), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), and (b) the Pledge and Security Agreement, dated as of the date hereof, by and among the Grantors (as defined therein) party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed the Obligations pursuant to the Credit Agreement and the Grantors (as defined in the Security Agreement) have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

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.

2. **Grant of Security Interest.** As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all the Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States of America, all registrations and recordings thereof and all applications for letters patent of the United States of America, including registrations, recordings and pending applications in the United States Patent and Trademark Office, in each case described on **Schedule I** and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “**Patents**”),

(b) all inventions and improvements described and claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(c) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof and amendments thereto, and the inventions disclosed or claimed therein, and

(d) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

[Continued on the following page.]

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

LUMINATOR HOLDING L.P., as the Grantor

By: _____

Name: Russell Higgins

Title: Chief Financial Officer

WINGSPIRE CAPITAL LLC, as Administrative
Agent

By: Allison Adornato
Name: Allison Adornato
Title: Senior Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (WINGSPIRE)]

PATENT
REEL: 068201 FRAME: 0246

SCHEDULE I
PATENTS

Loan Party	Title	Serial Number/Patent Number	Filing Date	Status	Country
Luminator Holding L.P.	DISPLAY DEVICE FOR TRANSPORTATIO N VEHICLE	8,590,184	27-Jun-2011	Granted	U.S.A.
Luminator Holding L.P.	DISPLAY DEVICE FOR TRANSPORTATIO N VEHICLE	9,080,753	25-Sep-2013	Granted	U.S.A.
Luminator Holding L.P.	TRANSIT STATION GEOGRAPHICAL LOCATION SIGN HANDICAP ACCESS	8,976,044	27-Apr-2012	Granted	U.S.A.
Luminator Holding L.P.	LIGHTING METHOD AND SYSTEM	8,262,253	24-Aug-2010	Granted	U.S.A.
Luminator Holding L.P.	APPARATUS FOR ESTABLISHING SUBSTANTIALLY UNIFORM DISTRIBUTION OF LIGHT	7,061,690	18-Feb-2005	Granted	U.S.A.

ACTIVE 48987142v5

Luminator Holding L.P.	DIRECT LED LIGHTING SYSTEM AND METHOD	10,976,022	31-Jan-2019	Granted	U.S.A.
Luminator Holding L.P.	SYSTEM AND METHOD FOR MONITORING A SIGNAGE SYSTEM OF A TRANSIT VEHICLE	11,626,046	27-Jul-2021	Granted	U.S.A.
Luminator Holding L.P.	SYSTEM AND METHOD FOR WIRELESS CONTROL OF SIGNS	9,852,670	25-Feb-2011	Granted	U.S.A.
Luminator Holding L.P.	SYSTEM AND METHOD FOR WIRELESS CONTROL OF SIGNS	10,607,517	17-Nov-2017	Granted	U.S.A.
Luminator Holding L.P.	SYSTEM AND METHOD FOR WIRELESS CONTROL OF SIGNS	11,100,823	13-Jan-2020	Granted	U.S.A.
Luminator Holding L.P.	SYSTEM AND METHOD FOR WIRELESS CONTROL OF SIGNS	11,776,437	20-Jul-2021	Granted	U.S.A.

					U.S.A.
Luminator Holding L.P.	METHODS AND SYSTEMS FOR MAINTAINING THE ILLUMINATION INTENSITY OF LIGHT EMITTING DIODES	9,788,382	19-Feb-2016	Granted	
Luminator Holding L.P.	METHODS AND SYSTEMS FOR MAINTAINING THE ILLUMINATION INTENSITY OF LIGHT EMITTING DIODES	10,231,308	07-Sep-2017	Granted	U.S.A.
Luminator Holding L.P.	METHODS AND SYSTEMS FOR MAINTAINING THE ILLUMINATION INTENSITY OF LIGHT EMITTING DIODES	11,134,547	10-Dec-2019	Granted	
Luminator Holding L.P.	WINDOW INCLUDING INTEGRATED DISPLAY SIGNAGE	9,343,002	15-Aug-2012	Granted	U.S.A.

Luminator Holding L.P.	System and method for monitoring a signage system of a transit vehicle	US11100827B2	2021-08-24	Granted	U.S.A.
Luminator Holding L.P.	System and method for monitoring a signage system of a transit vehicle	US20110210952A1	2016-12-27	Granted	U.S.A.
Luminator Holding L.P.	System and method for monitoring a signage system of a transit vehicle	US9990876B2	2018-06-05	Granted	U.S.A.
Luminator Holding L.P.	System and method for monitoring a signage system of a transit vehicle	US9530336B2	2016-12-27	Granted	U.S.A.
Luminator Holding L.P.	UV DISINFECTION OF HIGH-TOUCH SURFACES	US20230161095A1	2023-05-25	Pending	U.S.A.
Luminator Holding L.P.	LCD TFT SIGN FOR ON-BOARD USE IN PUBLIC TRANSPORTATION	US8677662B2	2014-03-25	Granted	