

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI442962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EQUILEND GLOBAL HUBCO LLC	08/21/2024
AUTOMATED EQUITY FINANCE MARKETS INC.	08/21/2024
RECEIVING PARTY DATA	
Company Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8706610
Patent Number:	8682780
Patent Number:	8156023
Patent Number:	8185466
CORRESPONDENCE DATA	
Fax Number:	
<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:	9736816387
Email:	LBuhs@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	11668.649
NAME OF SUBMITTER:	Laura Buhs
SIGNATURE:	Laura Buhs
DATE SIGNED:	08/21/2024
Total Attachments: 6	

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 21, 2024 (this “Agreement”), is made by Automated Equity Finance Markets, Inc., a Delaware corporation, and EquiLend Global HubCo LLC, a Delaware limited liability company (each, a “Grantor”, and collectively, the “Grantors”), in favor of Ares Capital Corporation, a Maryland corporation with a place of business located at 245 Park Avenue, 44th Floor, New York, NY 10167 as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Administrative Agent”).

WHEREAS, the Grantors entered into a Guarantee and Collateral Agreement dated as of August 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Grant of Security Interest. The Grantors hereby grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

1. all U.S. patent registrations and pending applications set forth on Schedule A hereto; and
2. all reissues, continuations, divisionals, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to exclude third persons from making, using, and/or selling the inventions claimed therein.

SECTION 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. Recordation. The Grantors authorize and request that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 4. Governing Law. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

EQUILEND GLOBAL HUBCO LLC

DocuSigned by:
Paul Nigrelli
By: _____
Name: Paul Nigrelli
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 068350 FRAME: 0822


IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered as of the date first set forth above.

**AUTOMATED EQUITY FINANCE MARKETS
INC.**

DocuSigned by:
By: Paul Nigrelli
Name: Paul Nigrelli
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ARES CAPITAL CORPORATION, as Administrative
Agent

By: 
Name: Jan Fitzgerald
Title: Authorized Signatory

**SCHEDULE A
TO
PATENT SECURITY AGREEMENT**

U.S. PATENTS AND PATENT APPLICATIONS

U.S. ISSUED PATENTS

Title	Status	Patent Number	Patent Date	Owner
Systems and methods for electronically initiating and executing securities lending transactions	Granted	8706610	2014-04-22	EQUILEND GLOBAL HUBCO LLC
Systems and methods for electronically initiating and executing securities lending transactions	Granted	8682780	2014-03-25	EQUILEND GLOBAL HUBCO LLC
Incentive structure for centralized trading market	Granted	8156023	2012-04-10	AUTOMATED EQUITY FINANCE MARKETS, INC.
System and method for securities borrowing and lending.	Granted	8185466	2012-05-22	EQUILEND GLOBAL HUBCO LLC

U.S. PATENT APPLICATIONS

None.