

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI463993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PERMCO, LLC	08/29/2024
PIPELINE SOFTWARE, LLC	08/29/2024
PROMETHEUS GROUP ENTERPRISES, LLC	08/29/2024
UTOPIA GLOBAL, INC.	08/29/2024
DATASPLICE, LLC	08/29/2024
ATONIX DIGITAL, LLC	08/29/2024
RECEIVING PARTY DATA	
Company Name:	OHA AGENCY LLC, as the Administrative Agent
Street Address:	1 Vanderbilt Avenue, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8600536
CORRESPONDENCE DATA	
Fax Number:	6175269600
<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:	617-526-9899
Email:	MEKHAML@PROSKAUER.COM
Correspondent Name:	Megan Ekhaml
Address Line 1:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	55943.016
NAME OF SUBMITTER:	Megan Ekhaml
SIGNATURE:	Megan Ekhaml
DATE SIGNED:	08/29/2024
Total Attachments: 8	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 29, 2024, (this "Agreement"), by PERMCO, LLC, a Colorado limited liability company ("Permco"), Pipeline Software, LLC, a Delaware limited liability company ("Pipeline"), Prometheus Group Enterprises, LLC, a Delaware limited liability company ("Enterprises"), Utopia Global, Inc., a Delaware corporation ("Utopia"), DataSplice, LLC, a Colorado limited liability company ("DataSplice") and Atonix Digital, LLC, a Kansas limited liability company ("Atonix" and, together with Permco, Pipeline, Enterprises, Utopia and DataSplice, each, a "Grantor" and collectively, the "Grantors") in favor of OHA Agency LLC, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the "Administrative Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of August 29, 2024 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties (as defined in the Credit Agreement) from time to time party thereto, as grantors and the Administrative Agent. The Lenders (as defined in the Credit Agreement) and the LC Issuers (as defined in the Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 29, 2024 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among AI Titan Midco, Inc., a Delaware corporation ("Holdings"), AI Titan Parent, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, the LC Issuers from time to time party thereto and the Administrative Agent. Consistent with the requirements set forth in the Credit Agreement and the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

D. all Proceeds of the foregoing,

in each case, to the extent the foregoing items constitute Collateral.

SECTION 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5 *Intercreditor Agreement Governs.* Notwithstanding anything herein to the contrary, the liens and security interests granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent with respect to any IP Collateral hereunder are subject to the provisions of each applicable Intercreditor Agreement. In the event of any conflict between the provisions of any Intercreditor Agreement and this Agreement, the provisions of such Intercreditor Agreement shall govern and control.

SECTION 6. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. *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 counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the day and year first above written.

PERMCO, LLC

By: DocuSigned by:
Kevin Rozanski
8A0B17D4E03F430...
Name: Kevin Rozanski
Title: Chief Financial Officer

PIPELINE SOFTWARE, LLC

By: DocuSigned by:
Kevin Rozanski
8A0B17D4E03F430...
Name: Kevin Rozanski
Title: Chief Financial Officer

PROMETHEUS GROUP ENTERPRISES, LLC

By: DocuSigned by:
Kevin Rozanski
8A0B17D4E03F430...
Name: Kevin Rozanski
Title: Chief Financial Officer

UTOPIA GLOBAL, INC.

By: DocuSigned by:
Kevin Rozanski
8A0B17D4E03F430...
Name: Kevin Rozanski
Title: Chief Financial Officer

DATASPLICE, LLC

By: DocuSigned by:
Kevin Rozanski
8A0B17D4E03F430...
Name: Kevin Rozanski
Title: Secretary and Treasurer


ATONIX DIGITAL, LLC

DocuSigned by:
By: Kevin Rozanski
Name: Kevin Rozanski
Title: Chief Financial Officer

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the day and year first above written.

OHA AGENCY LLC,
as the Administrative Agent

By: Oak Hill Advisors, L.P., its managing member

By: 
Name: Gregory S. Rubin
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

TRADEMARK	COUNTRY/ JURISDICTION	APP NO/ REG NO	OWNER
ATONIX DIGITAL	United States	5687158	Atonix Digital, LLC
MOBILEZE	United States	3170169	DataSplice, LLC
SYNTEMPO	United States	4141647	Pipeline Software, LLC
MAXAVERA	United States	5543659	Pipeline Software, LLC
UTOPIALABS & design	United States	5636757	Utopia Global, Inc.
UTOPIA & design	United States	5495663	Utopia Global, Inc.
UTOPIA & design	United States	5380555	Utopia Global, Inc.
UTOPIA & design	United States	5405904	Utopia Global, Inc.
UTOPIA & design	United States	5380556	Utopia Global, Inc.
PERFECT DATA, PERFECTLY POSSIBLE	United States	5500512	Utopia Global, Inc.
EDLM	United States	4252635	Utopia Global, Inc.
UTOPIA PERFECTLY POSSIBLE & design	United States	3290985	Utopia Global, Inc.
MOBILOPS & design	United States	6247165	Prometheus Group Enterprises, LLC
MOBILOPS	United States	5657482	Prometheus Group Enterprises, LLC
MOBILOPS FIELDVISION	United States	6640894	Prometheus Group Enterprises, LLC

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

PATENT	COUNTRY	APP NO/ REG NO	OWNER
METHOD AND SYSTEM FOR VIRTUALIZED COMPOSITE PROJECT WORK SCHEDULES	United States	Application Number: US13/865905 Patent Number: 8600536	Pipeline Software, LLC

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

Copyright	Jurisdiction	Reg. No.	Reg. Date	Registered Owner
RiskPoynt v5.03.00.	United States	TX0009056963	2017-11-20	PERMCO, LLC
RiskPoynt v5.04.03.	United States	TX0009056970	2017-11-20	PERMCO, LLC
MobilOps-2.21.9.1.	United States	TX0009010093	2021-07-23	Prometheus Group Enterprises, LLC
MobilOps FieldVision (mobile) - 3.7.	United States	TX0008999948	2021-07-23	Prometheus Group Enterprises, LLC
MobilOps FieldVision (web) - 2.21.9.1.	United States	TX0009010096	2021-07-23	Prometheus Group Enterprises, LLC
MobilOps v. 1.0.40.	United States	TX0008584322	2018-06-01	Prometheus Group Enterprises, LLC
“Pipeline : version 3.4”	United States	TXu001070403	2002-10-25	Pipeline Software, LLC

COPYRIGHT APPLICATIONS

None.