

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI472911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Vyv, Inc.	08/28/2024
RECEIVING PARTY DATA	
Company Name:	Middleby Marshall Inc.
Street Address:	1400 Toastmaster Drive
City:	Elgin
State/Country:	ILLINOIS
Postal Code:	60120
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	18242332
Patent Number:	11878084
Patent Number:	9927097
Patent Number:	10357582
Patent Number:	10753575
Patent Number:	11713851
Patent Number:	12018801
CORRESPONDENCE DATA	
Fax Number:	2127352000
<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:	(212)735-4133
Email:	James.Talbot@skadden.com,smarquez@skadden.com
Correspondent Name:	Jamie S. Talbot
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2:	One Manhattan West
Address Line 4:	New York, NEW YORK 10001-8602
ATTORNEY DOCKET NUMBER:	610710/148
NAME OF SUBMITTER:	Sylvia Marquez
SIGNATURE:	Sylvia Marquez
DATE SIGNED:	09/04/2024

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of August 28, 2024 ("**Patent Security Agreement**"), by Vyv, Inc., a Delaware corporation (the "**Grantor**"), is in favor of Middleby Marshall Inc. (together with any permitted successors or assigns thereof from time to time, the "**Assignee**"). The Grantor and the Assignee are each individually referred to herein from time to time as a "**Party**" and are collectively referred to herein from time to time as the "**Parties**."

W I T N E S S E T H:

WHEREAS, the Grantor and the Assignee are party to the Loan and Licensing Agreement, dated as of August 28, 2024 (the "**Loan Agreement**") pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. For purposes of this Patent Security Agreement, the term "**Patents**" shall mean patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions and reexaminations in connection therewith.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment and performance in full of the Obligations, the Grantor hereby pledges to the Assignee, and hereby mortgages, charges, assigns, assigns by way of security, pledges and grants to the Assignee, a security interest in, to and under the Grantor's right, title and interest in or to the following property, in each case, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the "**Patent Collateral**"):

- (a) all Patents owned or controlled by the Grantor or its Affiliates that are related to or are necessary to manufacture, test, use, modify, support, distribute or sell the Licensed Products and the Licensed Materials, including the Patents listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The lien and security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the lien and security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

SECTION 4. Termination. This Patent Security Agreement shall automatically terminate and be released the date on which the Principal Amount and all accrued and unpaid interest and all fees, expenses and all other amounts and Obligations have been paid in full in cash in U.S. dollars to the Assignee.

SECTION 5. GOVERNING LAW; JURISDICTION; WAIVER OF VENUE. THIS PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SHALL IN ALL RESPECTS BE INTERPRETED, AND CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH, THE INTERNAL, SUBSTANTIVE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF THAT WOULD DIRECT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK AND EACH PARTY HERETO HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING THAT IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE GRANTOR AGREES THAT THE ASSIGNEE RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE ENFORCEMENT OF ANY JUDGMENT. THE GRANTOR AGREES THAT THE ASSIGNEE SHALL NOT BE DEEMED TO HAVE WAIVED ITS RIGHTS TO ENFORCE THIS SECTION BY FILING AN ACTION OR SUIT AGAINST THE GRANTOR IN A VENUE OUTSIDE OF THE STATE OF NEW YORK. THE GRANTOR CONSENTS TO PERSONAL JURISDICTION AND VENUE IN SUCH FORUM SELECTED BY THE ASSIGNEE AND WAIVES ANY RIGHT TO CONTEST JURISDICTION AND VENUE AND THE CONVENIENCE OF ANY SUCH FORUM. THE PROVISIONS OF THIS SECTION ARE MATERIAL INDUCEMENTS TO THE GRANTOR'S ACCEPTANCE OF THIS PATENT SECURITY AGREEMENT.

SECTION 6. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT.


SECTION 7. Counterparts. This Patent Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Patent Security

Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

VYV, INC.

By: 
Name: Colleen Costello
Title: CEO

Accepted and Agreed:

MIDDLEBURY MARSHALL INC.

By: 
Name: Matthew Fuchsen
Title: Chief Development officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Issued Patents:

OWNER	PATENT TITLE	PATENT NUMBER	DATE ISSUED
Vyv, Inc.	Disinfecting Light Emitting Subcomponent	11,878,084	1/23/2024
Vyv, Inc.	Single Diode <u>Disinfection</u>	9,927,097	3/27/2018
Vyv, Inc.	Disinfecting Lighting Device	10,357,582	7/23/2019
Vyv, Inc.	Single Diode Disinfection	10,753,575	8/25/2020
Vyv, Inc.	Single Diode Disinfection	11,713,851	8/1/2023
Vyv, Inc.	Single Diode Disinfection	12,018,801	6/25/2024

Patent Applications:

OWNER	PATENT TITLE	APPLICATION SERIAL NUMBER	DATE FILED
Vyv, Inc.	Electric Light Radiant Energy Control Systems	18/242,332	9/5/2023

