

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI519887

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Sincro, LLC	09/25/2024
RECEIVING PARTY DATA	
Company Name:	Twin Brook Capital Partners, LLC, as agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	10482475
Patent Number:	10326858
Patent Number:	7861309
Patent Number:	7870253
Patent Number:	8271547
Patent Number:	8438310
Patent Number:	8051159
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:	3127018637
Email:	ipdocket@mayerbrown.com,wsiegel@mayerbrown.com
Correspondent Name:	William R. Siegel
Address Line 1:	71 S. Wacker Drive
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	19633062
NAME OF SUBMITTER:	William Siegel
SIGNATURE:	William Siegel
DATE SIGNED:	09/25/2024

Total Attachments: 6

source=DealerOn - Patent Security Agreement (Fourth Amendment) (Executed)(772518029_1)#page1.tiff

source=DealerOn - Patent Security Agreement (Fourth Amendment) (Executed)(772518029_1)#page2.tiff

source=DealerOn - Patent Security Agreement (Fourth Amendment) (Executed)(772518029_1)#page3.tiff

source=DealerOn - Patent Security Agreement (Fourth Amendment) (Executed)(772518029_1)#page4.tiff

source=DealerOn - Patent Security Agreement (Fourth Amendment) (Executed)(772518029_1)#page5.tiff

source=DealerOn - Patent Security Agreement (Fourth Amendment) (Executed)(772518029_1)#page6.tiff

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 25, 2024, is made by Sincro, LLC (the “Grantor”), in favor of Twin Brook Capital Partners, LLC (“Twin Brook”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 19, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower Representative, the other Credit Parties party thereto, the Lenders from time to time party thereto and Twin Brook, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Collateral Agreement dated as of November 19, 2019 in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Collateral Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Collateral Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents and all Patent Licenses included in the Collateral, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Property.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Collateral Agreement and this Patent Security Agreement, the applicable terms and provisions of the Guaranty and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in subsection 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Collateral Agreement that would result in the release of all or a portion of the Patent Collateral, all or such applicable portion of the Patent Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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 set forth above.

Very truly yours,

SINCRO, LLC, as a Grantor

By: 
Name: Michael Martinez
Title: Chief Operating Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: 

Kimberly Trick (Sep 23, 2024 21:00 CDT)
Name: Kim Trick
Title: Managing Director

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

1. REGISTERED PATENTS

Title	Owner	Application No.	Patent No.
SYSTEMS AND METHODS FOR PROVIDING TARGETED ADVERTISING	SINCRO, LLC	US Pat. App. 13025019	10482475
SYSTEM AND METHOD FOR DYNAMICALLY GENERATING PERSONALIZED WEBSITES	SINCRO, LLC	US Pat. App. 15602999	10326858
BUSINESS PLATFORM WITH NETWORKED, ASSOCIATION-BASED BUSINESS ENTITY ACCESS MANAGEMENT AND ACTIVE CONTENT WEBSITE CONFIGURATION	SINCRO, LLC	US Pat. App. 11414939	7861309
SYSTEMS AND METHODS FOR AGGREGATING USER PROFILE INFORMATION IN A NETWORK OF AFFILIATED WEBSITES	SINCRO, LLC	US Pat. App. 12243855	7870253
STAGED PUBLICATION AND MANAGEMENT OF DYNAMIC WEBPAGES	SINCRO, LLC	US Pat. App. 11442821	8271547
SYSTEMS AND METHODS FOR CONFIGURING A WEBSITE HAVING A PLURALITY OF OPERATIONAL MODES	SINCRO, LLC	US Pat. App. 12243852	8438310
SYSTEMS AND METHODS FOR CONFIGURING A NETWORK OF AFFILIATED WEBSITES	SINCRO, LLC	US Pat. App. 12243861	8051159

2. PATENT APPLICATIONS

None.

3. PATENT LICENSES

None.