

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI433627

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Patent Security Agreement
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Pushpay USA Inc	08/16/2024
Resi Media LLC	08/16/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Jefferies Finance LLC, as Administrative Agent
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022-4213
<b>PROPERTY NUMBERS Total: 17</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11625709
Patent Number:	11055701
Patent Number:	11758200
Patent Number:	11412272
Patent Number:	11736739
Patent Number:	11405665
Patent Number:	11405661
Patent Number:	9602846
Patent Number:	9936228
Patent Number:	10511864
Patent Number:	10327013
Patent Number:	10951925
Patent Number:	11936923
Application Number:	17014877
Application Number:	18357032
Application Number:	18216585
Application Number:	18473685
<b>CORRESPONDENCE DATA</b>	

**Fax Number:**

*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:** 2028357507

**Email:** jramos@milbank.com,DCIP@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW

**Address Line 2:** Suite 1100

**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20006

<b>ATTORNEY DOCKET NUMBER:</b>	32643.00145
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<b>NAME OF SUBMITTER:</b>	JAVIER RAMOS
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<b>SIGNATURE:</b>	JAVIER RAMOS
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<b>DATE SIGNED:</b>	08/20/2024
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**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 16, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, this “**Patent Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of JEFFERIES FINANCE LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is party to that certain U.S. Security Agreement dated as of August 16, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

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

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(i) all United States issued and applied for Patents, including those listed on Schedule A hereto,

(ii) all reissues, reexaminations, continuations, divisionals, continuations-in-part, renewals, improvements or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions or designs disclosed or claimed therein,

(iii) all rights to sue or otherwise recover for any past, present and future infringement, violation or other impairment thereof, and

(iv) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or other violations or impairments thereof, and

(v) all rights corresponding thereto throughout the world;

*provided* that the Patent Collateral shall not include any Excluded Assets.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms 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 Security 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

### **SECTION 5. TERMINATION**

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral granted hereunder shall be automatically released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at such Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

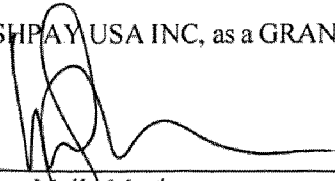
### **SECTION 7. COUNTERPARTS**

This Patent Security 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. Delivery by electronic transmission (i.e., a "pdf" or "tif") of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any other similar state laws based on the Uniform Electronic Transactions Act or the Contract and Commercial Law Act 2017 (NZ).

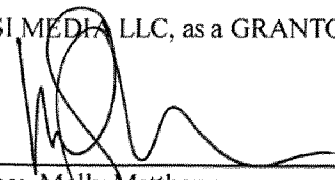
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**IN WITNESS WHEREOF**, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PUSHPAY USA INC, as a GRANTOR

By:   
Name: Molly Matthews  
Title: Chief Executive Officer, President

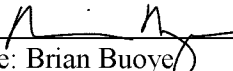
RESI MEDIA LLC, as a GRANTOR

By:   
Name: Molly Matthews  
Title: Chief Executive Officer, President

[Signature Page to Patent Security Agreement]

**ACCEPTED AND ACKNOWLEDGED BY:**

**JEFFERIES FINANCE LLC**, as Administrative Agent

By:   
Name: Brian Buoye  
Title: Managing Director

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS**

<b>Patent</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Owner</b>
ASSURED PAYMENT SYSTEM USING DELAYED TRANSACTION QUEUE	11625709	4/11/2023	Pushpay USA Inc
ASSURED PAYMENT SYSTEM USING DELAYED TRANSACTION QUEUE	11055701	7/6/2021	Pushpay USA Inc
SYSTEM AND METHOD FOR CONVERTING ADAPTIVE STREAM TO DOWNLOADABLE MEDIA	11758200	9/12/2023	Resi Media LLC
SYSTEM AND METHOD FOR CONVERTING ADAPTIVE STREAM TO DOWNLOADABLE MEDIA	11412272	8/9/2022	Resi Media LLC
SYSTEM AND METHOD FOR TRANSCODING MEDIA STREAM	11736739	8/22/2023	Resi Media LLC
SYSTEM AND METHOD FOR ASYNCHRONOUS UPLOADING OF LIVE DIGITAL MULTIMEDIA WITH RESUMABLE CONNECTIONS	11405665	8/2/2022	Resi Media LLC
SYSTEM AND METHOD FOR TRANSCODING MEDIA STREAM	11405661	8/2/2022	Resi Media LLC
SYSTEM AND METHOD FOR ASYNCHRONOUS UPLOADING OF LIVE DIGITAL MULTIMEDIA WITH GUARANTEED DELIVERY	9602846	3/21/2017	Resi Media LLC
SYSTEM AND METHOD FOR ASYNCHRONOUS UPLOADING OF LIVE DIGITAL MULTIMEDIA WITH GUARANTEED DELIVERY	9936228	4/3/2018	Resi Media LLC
SYSTEM AND METHOD FOR TRANSCODING MEDIA STREAM	10511864	12/17/2019	Resi Media LLC
SYSTEM AND METHOD FOR ASYNCHRONOUS UPLOADING OF LIVE DIGITAL MULTIMEDIA WITH GUARANTEED DELIVERY	10327013	6/18/2019	Resi Media LLC
SYSTEM AND METHOD FOR TRANSCODING MEDIA STREAM	10951925	3/16/2021	Resi Media LLC
SYSTEM AND METHOD FOR TRANSCODING MEDIA STREAM	11936923	3/19/2024	Resi Media LLC

**PATENT APPLICATIONS**

<b>Patent</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Owner</b>
AUTOMATED RECURRING TRANSACTIONS AND MACHINE LEARNING METHODS	17014877	9/8/2020	Pushpay USA Inc
SYSTEM AND METHOD FOR CONVERTING ADAPTIVE STREAM TO DOWNLOADABLE MEDIA	18357032	7/21/2023	Resi Media LLC
[REDACTED]	18/216,585	6/29/2023	Resi Media LLC
[REDACTED]	18/473,685	9/25/2023	Resi Media LLC