

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI532046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
DTIQ TECHNOLOGIES, INC.			09/30/2024
RECEIVING PARTY DATA			
Company Name:	BAIN CAPITAL CREDIT, LP		
Street Address:	200 CLARENDON STREET		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	10223006		
PCT Number:	US1554023		
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:	6175269657		
Email:	CSpiridiglioizzi@proskauer.com,docketingbiopatentboston@proskauer.com		
Correspondent Name:	Christine Spiridiglioizzi		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	66478.321		
NAME OF SUBMITTER:	Christine Spiridiglioizzi		
SIGNATURE:	Christine Spiridiglioizzi		
DATE SIGNED:	09/30/2024		
Total Attachments: 4			
source=Mayflower - Acknowledgment of Security Interest In Patents (Executed)#page1.tiff			
source=Mayflower - Acknowledgment of Security Interest In Patents (Executed)#page2.tiff			
source=Mayflower - Acknowledgment of Security Interest In Patents (Executed)#page3.tiff			
source=Mayflower - Acknowledgment of Security Interest In Patents (Executed)#page4.tiff			

ACKNOWLEDGMENT OF SECURITY INTEREST IN PATENTS

September 30, 2024

WHEREAS, DTIQ TECHNOLOGIES, INC., a California corporation (“Grantor”), owns all right, title and interest in and to, the patents listed on the annexed Schedule 1, which patents are registered or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, Grantor is a “Credit Party” under that certain Credit and Security Agreement, dated as of September [30], 2024 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings provided by the Security Agreement) by and among DTIQ ACQUISITION CORP., a Delaware corporation (“DTiQ Corp”), DTIQ TECHNOLOGIES, INC., a California corporation (“DTiQ Technologies”, and, together with DTiQ Corp and each other Person joined or party thereto as a “Borrower”, collectively, jointly and severally, the “Borrowers” and each individually, a “Borrower”), the Guarantors, the Lenders, and BAIN CAPITAL CREDIT, LP as Agent for the Lenders (“Agent”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Agent a continuing security interest in all right, title and interest of Grantor in, to and under the Patents, together with, among other things, the good-will of the business symbolized by the Patents and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Patent Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement); provided that in no event shall “Patent Collateral” include any Excluded Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge the grant to Agent of a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the Patent Collateral to secure the prompt payment, performance and observance of the Obligations and authorizes the Commissioner for Patents to record and register this acknowledgment upon request by the Agent.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Patent 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. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Patent Collateral are as provided by the Security Documents, the Security Agreement, and related documents.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

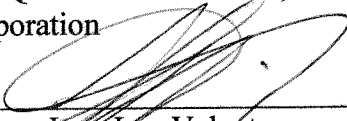
[Signature Page to Acknowledgment of Security Interests in Patents]

PATENT
REEL: 068743 FRAME: 0328

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

DTIQ TECHNOLOGIES, INC., a California corporation

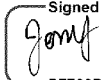
By: 

Name: Jean-Luc Valente

Title: Chief Executive Officer

Agreed and accepted as of the date first written above:

BAIN CAPITAL CREDIT, LP

Signed by:
By:  _____
BT700B9B56A247B...

Name: Jessica Yeager

Title: General Counsel, Private Credit

SCHEDULE 1

United States Issued Patents:

Title	Patent No.	Appln No.	Filing Date	Issue Date	Owner
Data Management System	10223006	15/515,276	March 29, 2017	March 5, 2019	DTiQ Technologies, Inc.

Foreign Patents:

Title	Appln No.	Status	Filing Date	Country	Owner
Data Management System	2962123	Granted	March 21, 2017	CA	DTiQ Technologies, Inc.
Data Management System	PCT/US15/54023	National Phase	October 5, 2015	WO	DTiQ Technologies, Inc.