

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI450052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Intellectual Property Security Agreement (to agreements recorded at Reel/Frames 062596/0780; 065322/0333 and 066515/0290)
CONVEYING PARTY DATA	
Name	Execution Date
Intrado Life & Safety, Inc.	06/27/2024
RECEIVING PARTY DATA	
Company Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	155 Wellington Street West
Internal Address:	8th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V 3K7
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	11902376
Application Number:	18601645
Application Number:	18601683
Application Number:	18627076
Application Number:	18662001
Application Number:	18648141
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:	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
ATTORNEY DOCKET NUMBER:	22946.00053
NAME OF SUBMITTER:	JAVIER RAMOS
SIGNATURE:	JAVIER RAMOS

PATENT

DATE SIGNED:	08/27/2024
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Total Attachments: 5

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENTAL PATENT SECURITY AGREEMENT dated as of June 27, 2024 (this “Agreement”), among Intrado Life & Safety, Inc., a Delaware corporation (the “Grantor”) and Royal Bank of Canada (“Royal Bank”) in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of January 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among GUARDIAN US GUARANTOR LLC, a Delaware limited liability company (“Holdings”), GUARDIAN US HOLDCO LLC, a Delaware limited liability company (“Borrower”), the lenders and issuing banks from time to time party thereto and Royal Bank, as administrative agent and collateral agent and (b) the Collateral Agreement dated as of January 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Grantor executed (i) that certain Intellectual Property Security Agreement, dated as of January 31, 2023, in favor of Collateral Agent which was recorded with the United States Patent and Trademark Office on January 31, 2023 at Reel 062596, Frame 0780, (ii) that certain Supplemental Intellectual Property Security Agreement, dated as of October 5, 2023, in favor of the Collateral Agent which was recorded with the United States Patent and Trademark Office on October 24, 2023 at Reel 065322, Frame 0333, and (iii) that certain Supplemental Intellectual Property Security Agreement, dated as of February 21, 2024, in favor of the Collateral Agent which was recorded with the United States Patent and Trademark Office on February 21, 2024 at Reel 066515, 0290.

WHEREAS, the Secured Parties have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral 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, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right in, and title and interest to and under, any Patents now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more

fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY PARI PASSU INTERCREDITOR AGREEMENT, ANY FIRST/SECOND LIEN INTERCREDITOR AGREEMENT AND ANY OTHER CUSTOMARY INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY CUSTOMARY INTERCREDITOR AGREEMENT (INCLUDING ANY PARI PASSU INTERCREDITOR AGREEMENT AND ANY FIRST/SECOND LIEN INTERCREDITOR AGREEMENT AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH CUSTOMARY INTERCREDITOR AGREEMENT (INCLUDING ANY PARI PASSU INTERCREDITOR AGREEMENT AND ANY FIRST/SECOND LIEN INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INTRADO LIFE & SAFETY, INC.,
as the Grantor

By: 
Name: Michael Matheson
Title: Secretary

[Signature page to Patent Security Agreement]

PATENT
REEL: 068854 FRAME: 0920

ROYAL BANK OF CANADA,
as the Collateral Agent

By: Casey Clark
Name: Casey Clark
Title: Associate Director

Schedule I

UNITED STATES ISSUED PATENTS

Registered Owner	Issue Date	Title	Patent No.
Intrado Life & Safety, Inc.	2/13/2024	SAFETY NETWORK OF THINGS	11,902,376

UNITED STATES PATENT APPLICATIONS

Registered Owner	Filing Date	Title	Appln. No.
Intrado Life & Safety, Inc.	3/11/2024	CLASSIFICATION OF COMMUNICATION TO PUBLIC SAFETY ANSWERING POINT	18/601,645
Intrado Life & Safety, Inc.	3/11/2024	SCRIPT APPLICATION FOR INFORMATION GATHERING	18/601,683
Intrado Life & Safety, Inc.	4/4/2024	PRECISION ROUTING FOR EMERGENCY CALL	18/627,076
Intrado Life & Safety, Inc.	4/4/2024	PRECISION ROUTING FOR EMERGENCY CALL	18,662,001
Intrado Life & Safety, Inc.	4/26/2024	TELEPHONY DEVICES FOR PUBLIC SAFETY ANSWERING POINTS	18/648,141
Intrado Life & Safety, Inc.	5/13/2023	TELEPHONY DEVICES FOR PUBLIC SAFETY ANSWERING POINTS	18/662,001