

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI559279

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Science Interactive Group LLC F/K/A Science First LLC	09/06/2024
RECEIVING PARTY DATA	
Company Name:	Oxer Mezzanine Fund III, L.P.
Street Address:	883 Yard Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43212
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6006613
CORRESPONDENCE DATA	
Fax Number:	6144625135
<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:	6144621093
Email:	Barbara.Bacon@icemiller.com
Correspondent Name:	Ice Miller LLP
Address Line 1:	250 West Street, Suite 700
Address Line 4:	Columbus, OHIO 43215-7509
ATTORNEY DOCKET NUMBER:	072173.10017
NAME OF SUBMITTER:	Barbara Bacon
SIGNATURE:	Barbara Bacon
DATE SIGNED:	10/11/2024
Total Attachments: 5	
source=Executed Patent Security Agreement#page1.tiff	
source=Executed Patent Security Agreement#page2.tiff	
source=Executed Patent Security Agreement#page3.tiff	
source=Executed Patent Security Agreement#page4.tiff	
source=Executed Patent Security Agreement#page5.tiff	

TO BE RECORDED WITH THE U.S.
PATENT AND TRADEMARK OFFICE

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 6, 2024 is made by SCIENCE INTERACTIVE GROUP LLC, F/K/A SCIENCE FIRST LLC, a Delaware limited liability company (“Grantor”), in favor of OXER MEZZANINE FUND III, L.P., a Delaware limited partnership, (the “Purchaser”) under that certain Senior Subordinated Note Purchase Agreement, dated as of the date hereof, among Grantor, as issuer, Educational Products Holdings LLC, a Delaware limited liability company (“Parent”), the other guarantors party thereto, and the Purchaser (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”).

WHEREAS, pursuant to the Note Purchase Agreement, the Purchaser has agreed to purchase a certain senior subordinated promissory note from the Grantor.

WHEREAS, the Grantor has executed and delivered to Purchaser that certain Security Agreement of even date herewith, among Grantor, Parent, and Purchaser (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Purchaser under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement and, if not defined therein, in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the Obligations, Grantor grants to the Purchaser a continuing second priority security interest, subject to the Subordination Agreement, in and to and a lien on all of Grantor’s right, title, and interest, whether now existing or hereinafter acquired, in and to the following Collateral of Grantor (the “Patent Collateral”):

a. all of its Patents, provisional and non-provisional Applications, and all Patent Licenses providing for the grant by or to Grantor of any right under any Patent or Application, including those referred to on Schedule 1 hereto;

b. all reissues, reexaminations, continuations, continuations-in-part, divisionals, substitutes, 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 all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

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 Purchaser pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Purchaser 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

SECTION 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents 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.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTOR:

SCIENCE INTERACTIVE GROUP, LLC

By: 

Name: Lawrence Shagrin

Title: President

*Signature Page to
Patent Security Agreement*

PATENT

REEL: 068879 FRAME: 0336

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

Accepted:

OXER MEZZANINE FUND III, L.P.

By: Oxe GP III LLC
Its: General Partner

By: Frank Capella
Name: Frank J. Capella
Title: Managing Member

*Signature Page to
Patent Security Agreement*

PATENT

REEL: 068879 FRAME: 0337

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

U.S. PATENTS AND APPLICATIONS			
PATENT HOLDER	NUMBER	DATE	ISSUE TITLE
Science First LLC	6,006,613	12/28/1999	Underwater Sampling Apparatus