

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI535713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SCIENTIFIC APPLICATIONS & RESEARCH ASSOCIATES, INC.	09/30/2024
RECEIVING PARTY DATA	
Company Name:	PACIFIC PREMIER BANK
Street Address:	17901 VON KARMAN AVENUE
Internal Address:	SUITE 1200
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	11594142
Patent Number:	12057023
Application Number:	18452355
Patent Number:	12106674
CORRESPONDENCE DATA	
Fax Number:	2138910400
<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:	2138910700
Email:	mmandel@buchalter.com, emills@buchalter.com
Correspondent Name:	V. Monica Mandel
Address Line 1:	BUCHALTER, A PROFESSIONAL CORPORATION
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500
Address Line 4:	LOS ANGELES, CALIFORNIA 90017
ATTORNEY DOCKET NUMBER:	P0327-0009 [VMM:EM]
NAME OF SUBMITTER:	VIRGINIA MANDEL
SIGNATURE:	VIRGINIA MANDEL
DATE SIGNED:	10/15/2024
Total Attachments: 5	

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source=Patent Security Agreement - SARA(84605351.3)(84810565.1)#page5.tiff

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "*Patent Security Agreement*") is made this 30th day of September, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and PACIFIC PREMIER BANK, a California banking corporation ("*Bank*").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of September 30, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between SCIENTIFIC APPLICATIONS & RESEARCH ASSOCIATES, INC., a California corporation ("*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Patent 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Patent Collateral*"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**SCIENTIFIC APPLICATIONS & RESEARCH
ASSOCIATES, INC.**, a California corporation

By: 

Name: Scott Eldridge

Title: President and Chief Executive Officer

[Signatures continued on next page.]

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

PACIFIC PREMIER BANK,
a California banking corporation

By: 11/172
Name: KEVIN M. R
Title: SUP

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Scientific Applications & Research Associates, Inc.	USA	Terrestrial Acoustic Sensor Array	16570950 / 11594142	9/13/2019
Scientific Applications & Research Associates, Inc.	USA	Terrestrial Acoustic Sensor Array	12106674	10/01/2024
Scientific Applications & Research Associates, Inc.	USA	Pixelated Surveillance Of Low-Altitude Aircraft Using Low-Cost Networked Sensors	17725899 / 12057023	4/21/2022
Scientific Applications & Research Associates, Inc.	USA	Acoustically Cued Aircraft Detection And Collision Avoidance	18452355	8/18/2023
Scientific Applications & Research Associates, Inc.	USA	Acoustically Cued Aircraft And Collision Avoidance		

Patent Licenses

Schedule I
to Patent Security Agreement

BN 84605351v4

RECORDED: 10/15/2024

PATENT
REEL: 068906 FRAME: 0095