

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI536125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Security Agreement	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	STARFIRE ACQUISITION, LLC	09/30/2024
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	EICF AGENT LLC	
<b>Street Address:</b>	600 3rd Avenue, 38th Floor	
<b>City:</b>	New York	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10016	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	D801513
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	(212)655-3345	
<b>Email:</b>	vconstable@chapman.com	
<b>Correspondent Name:</b>	Veronica Constable	
<b>Address Line 1:</b>	Chapman and Cutler LLP	
<b>Address Line 2:</b>	1270 Avenue of the Americas 30th Floor	
<b>Address Line 4:</b>	New York, NEW YORK 10020	
<b>NAME OF SUBMITTER:</b>	Mr. Oleh Hereliuk	
<b>SIGNATURE:</b>	Mr. Oleh Hereliuk	
<b>DATE SIGNED:</b>	10/02/2024	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 7</b>		
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## RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Starfire Acquisition, LLC

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: EICF Agent LLC

Internal Address: \_\_\_\_\_

Street Address: 600 3rd Avenue, 38th Floor

City: New York

State: New York

Country: USA Zip: 10016

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) \_\_\_\_\_

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule 1 attached

See Schedule 1 attached

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Attn: Veronica Constable

Internal Address: \_\_\_\_\_

Street Address: 1270 Avenue of the Americas, 30th Fl.

City: New York

State: New York

Zip: 10020

Phone Number: 212.655.3345

Docket Number: \_\_\_\_\_

Email Address: vconstable@chapman.com

**6. Total number of applications and patents involved: 1**

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Veronica Constable

10/1/24

Signature

Date

Veronica Constable

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 069084 FRAME: 0450**

**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (this “Patent Security Agreement”), dated as of September 30, 2024 is made by STARFIRE ACQUISITION, LLC, a Delaware limited liability company (“Grantor”), in favor of EICF AGENT LLC, a Delaware limited liability company, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Loan Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guarantee and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Grantor, the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Agent, for its benefit and for the benefit of the Lenders, a security interest in and Lien upon the Collateral (as defined in the Loan Agreement) of the Grantor, and are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for its benefit and for the benefit of the Lenders, and grants to the Agent for its benefit and for the benefit of the Lenders, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (the “Patent Collateral”):

(a) all of the Patents owned by Grantor and all Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof, and amendments thereto;

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

provided, however, that the Patent Collateral shall not include any Excluded Property as defined in the Loan Agreement.

For the avoidance of doubt, the grant of the security interest in the Patent Collateral is not an outright assignment of the Patent Collateral to the Agent.

Section 3. Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Agent.

Section 4. Loan Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent and the Lenders with respect to the Patent Collateral are as provided by the Loan Agreement, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

Section 5. Grantor Remain 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 and Licenses subject to a security interest hereunder. NOTWITHSTANDING THE FOREGOING, GRANTOR SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AGENT OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL NONAPPEALABLE ORDER.

Section 6. Termination. This Patent Security Agreement shall terminate in accord with the terms in the Loan Agreement. Upon the termination of this Patent Security Agreement, the Agent shall, at the sole cost and expense of the Credit Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 7. 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

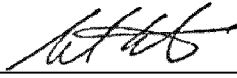
and attached to a single counterpart. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

Section 8. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the conflicts of law provisions thereof.

[SIGNATURE PAGES FOLLOW]

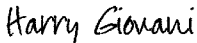
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STARFIRE ACQUISITION, LLC,  
as Grantor

By:   
Name: Martin Stein  
Title: Manager

ACCEPTED AND AGREED  
as of the date first above written:

EICF AGENT LLC,  
as Agent

Signed by:  
  
By: \_\_\_\_\_  
38FBB22BC473491...  
Name: Harry Giovanni  
Title: Authorized Signatory



SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

A. U.S. ISSUED PATENTS

OWNER OF RECORD	PATENT NUMBER	TITLE
Starfire Acquisition, LLC	D801513	FIREPIT