

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI617784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Birdseye Security, Inc.	10/30/2024
RECEIVING PARTY DATA	
Company Name:	Capital One, National Association
Street Address:	1680 Capital One Drive
Internal Address:	13th Floor
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11562583
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:	(212)592-1418
Email:	bwerbin@herrick.com
Correspondent Name:	Barry Werbin
Address Line 1:	Herrick, Feinstein LLP
Address Line 2:	2 Park Ave.
Address Line 4:	New York, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	21504-0009
NAME OF SUBMITTER:	MEGAN ABNER
SIGNATURE:	MEGAN ABNER
DATE SIGNED:	11/07/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of October 30, 2024, is made by BIRDSEYE SECURITY INC., a corporation existing under the Business Corporations Act (Ontario) (the “Grantor”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, with its principal place of business at 1680 Capital One Drive, 13th Floor, McLean, VA 22102, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among BIRDSEYE MIDCO LP, a Delaware limited partnership, with a principal place of business at 900 Third Avenue, 23rd Floor, New York, NY 10022 (“Holdings”), BIRDSEYE SECURITY INC, a Delaware corporation, with its principal place of business at 6358 Viscount Road, Mississauga, ON, L4V 1H3, Canada and BIRDSEYE REMOTE SERVICES, LLC, an Illinois limited liability company, with its principal place of business at 1440 W. Taylor St. #400, Chicago, IL 60607, (the “US Borrowers”), the Grantor, with its principal place of business at 6358 Viscount Road, Mississauga, ON, L4V 1H3, Canada (the “Canadian Borrower” and together with the US Borrowers and the Canadian Borrower, the “Borrowers”), 1000934380 ONTARIO INC., a corporation existing under the Business Corporations Act (Ontario), with its principal place of business at 6358 Viscount Road, Mississauga, ON, L4V 1H3, Canada and the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and CAPITAL ONE, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Revolving Credit Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, Holdings, each other US Borrower and any Subsidiaries that become a party thereto, have executed and delivered that certain U.S. Security Agreement, dated as of October 30, 2024 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Revolving Credit Loans to the Borrowers and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or

its Restricted Subsidiaries or Secured Hedge Agreements with the Borrowers and/or their Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

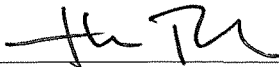
BIRDSEYE SECURITY INC.,
as the Grantor

By:


Name: Mike Grabovica
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Patent Rights]

CAPITAL ONE, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name John Robuck
Title Senior Managing Director

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 069188 FRAME: 0328

SCHEDULE A

U.S. Patent Registrations and Applications

Owner	Title	Application No.	Filing Date	Patent No.	Issued Date
Birdseye Security Inc.	Multi-tiered Transportation Identification System	17/870,262	7/21/2022	11,562,583	1/24/2023