

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI583274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent Security Agreement		
CONVEYING PARTY DATA			
Name			Execution Date
The Kennedy Group Ohio LLC			10/22/2024
RECEIVING PARTY DATA			
Company Name:	BLUE OWL CAPITAL CORPORATION, as Collateral Agent		
Street Address:	399 Park Avenue, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	29437771		
Application Number:	29454388		
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, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	42845.00051		
NAME OF SUBMITTER:	JAVIER RAMOS		
SIGNATURE:	JAVIER RAMOS		
DATE SIGNED:	10/23/2024		
Total Attachments: 5			
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Patent Security Agreement

This **Patent Security Agreement** (this “Patent Security Agreement”), dated as of October 22, 2024, made by THE KENNEDY GROUP OHIO LLC, a Delaware limited liability company (the “Grantor”), in favor of BLUE OWL CAPITAL CORPORATION, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement, dated as of May 23, 2022 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, initially capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. 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 of the Grantor, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

- (a) Patents, including those listed on Schedule I attached hereto;
- (b) Patent Licenses, including those listed on Schedule I attached hereto; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Patent Security Agreement, no security interest is or will be

granted pursuant to this Patent Security Agreement in any right, title or interest of the Grantor under or in, and the term "Patent Collateral" shall not include any Excluded Assets.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party and contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Patent Collateral shall be automatically released from the Liens created hereby, and this Patent Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Patent Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall deliver to the Grantor any Patent Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to the Grantors such documents (including without limitation UCC termination statements) as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. **subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Patent Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

THE KENNEDY GROUP OHIO LLC, as a
Grantor

By: Patrick R. Kennedy
Name: Patrick R. Kennedy
Title: Co-Chief Executive Officer

Accepted and Agreed:

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By:  _____

Name: Adam Forchheimer

Title: Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS AND DESIGN PATENTS

Title	Jurisdiction	Appl. No. Filing Date	Patent No. Filing Date	Owner
Advertising Label	US	29/437771 11/20/2012	D716379 10/28/2014	The Kennedy Group Incorporated (n/k/a The Kennedy Group Ohio LLC)
Advertising Label	US	29/454388 5/9/2013	D715864 10/21/2014	The Kennedy Group Incorporated (n/k/a The Kennedy Group Ohio LLC)

PATENT APPLICATIONS

None.