

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI598371

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SLATE DIGITAL LLC	10/30/2024
SOUND DEVICES, LLC	10/30/2024
RECEIVING PARTY DATA	
Company Name:	BLUE OWL CAPITAL CORPORATION, as Collateral Agent
Street Address:	399 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	9654134
Patent Number:	10180818
Patent Number:	10237639
Patent Number:	10433084
Patent Number:	10645490
Patent Number:	10649719
Patent Number:	10678294
Patent Number:	9800964
Patent Number:	10014966
Patent Number:	10374733
Application Number:	18478634
Application Number:	18509856
Application Number:	18508383
Application Number:	63586589
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: (202)835-7507
Email: jramos@milbank.com,DCIP@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	38446.00010
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NAME OF SUBMITTER:	JAVIER RAMOS
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SIGNATURE:	JAVIER RAMOS
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DATE SIGNED:	10/31/2024
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of October 30, 2024, is between each undersigned Grantor and BLUE OWL CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with any permitted successors, the “**Collateral Agent**”).

BACKGROUND:

- (a) Pursuant to that certain Security Agreement dated as of October 30, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among SLATE DIGITAL LLC, SOUND DEVICES, LLC, GROUP ONE LTD., AUDIOTONIX U.S. HOLDCO INC. and the other grantors from time to time party thereto, as grantors (the “**Grantors**”), and the Collateral Agent, each undersigned Grantor has granted to the Collateral Agent for the benefit of the Secured Parties, a continuing security interest in and continuing lien upon, among other things, the copyrights, patents and/or trademarks shown in Schedule 1 (Registered Copyrights), Schedule 2 (Patents and Patent Applications) and Schedule 3 (Registered Trademarks) attached hereto.
- (b) Pursuant to the Security Agreement, each undersigned Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

IT IS AGREED as follows:

- (a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired by the undersigned:
 - (i) all copyrights of such Grantor located in the United States of America, whether registered or unregistered and whether published or unpublished, including the copyrights registered with the United States Copyright Office set forth in Schedule 1, and all registrations, recordings, and pending applications associated therewith;
 - (ii) all patents and patent applications of such Grantor located in the United States of America issued by, or for which applications have been filed with, the United States Patent and Trademark Office, including the patents and applications set forth in Schedule 2, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and
 - (iii) all trademarks of such Grantor located in the United States of America that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks set forth in Schedule 3, and all registrations and pending applications associated therewith (excluding any application for

registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application),

in each case, as collateral security for the payment and performance when due of all of the Secured Obligations (as defined in the Security Agreement) of such Grantor.

- (b) Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control.
- (c) Clauses 11.4 (Counterparts) and 15 (Governing Law) of the Security Agreement shall be incorporated into this Intellectual Property Security Agreement as if references to "this Agreement" shall be to this Intellectual Property Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first written above.

SLATE DIGITAL LLC,
as Grantor

By: 
Name: John Bastianelli
Title: Chief Executive Officer

SOUND DEVICES, LLC,
as Grantor


By: _____
Name: Lisa Wiedenfeld
Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first written above.

SLATE DIGITAL LLC,
as Grantor

By: _____
Name: John Bastianelli
Title: Chief Executive Officer


SOUND DEVICES, LLC,
as Grantor

By:  _____
Name: Lisa Wiedenfeld
Title: Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED:

BLUE OWL CAPITAL CORPORATION,
as Collateral Agent

By: Blue Owl Credit Advisors LLC,
its Investment Advisor

By: 

Name: Meenal Mehta
Title: Authorized Signatory

SCHEDULE 1
REGISTERED COPYRIGHTS

N/A

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

OWNER	TITLE	APPLICATION # / PATENT #	APPLICATION DATE / PUBLICATION DATE
SOUND DEVICES LLC	HIGH DYNAMIC RANGE ANALOG- TODIGITAL CONVERSION WITH SELECTIVE REGRESSION BASED DATA REPAIR	15/040214 / 9654134	10/02/2016 / 05/16/2017
SOUND DEVICES LLC	NON-CONTACT ROTARY FADER	14/482779 / 10180818	09/10/2014 / 01/15/2019
SOUND DEVICES LLC	MOTION DETECTION FOR MICROPHONE GATING	15/790915 / 10237639	10/23/2017 / 03/19/2019
SOUND DEVICES LLC	NETWORK SYSTEM FOR RELIABLE RECEPTION OF WIRELESS AUDIO	15/623522 / 10433084	06/15/2017 / 10/01/2019
SOUND DEVICES LLC	NETWORK SYSTEM FOR RELIABLE RECEPTION OF WIRELESS AUDIO	16/264978 / 10645490	02/01/2019 / 05/05/2020
SOUND DEVICES LLC	NON-CONTACT ROTARY FADER	16/231374 / 10649719	12/21/2018 / 05/12/2020
SOUND DEVICES LLC	CLOCK FOR RECORDING DEVICES	15/729782 / 10678294	10/11/2017 / 06/09/2020
SOUND DEVICES LLC	DIGITAL LAVALIER MICROPHONE	18/478634 / PENDING	09/29/2023
SOUND DEVICES LLC	QUICK RELEASE DOCKING OF WIRELESS MICROPHONE RECEIVER MODULE AND MIXER RECORDER	18/509856 / PENDING	11/15/2023
SOUND DEVICES LLC	RECEIVER INTEGRATED REAL- TIME SPECTRUM ANALYSZER	18/508383 / PENDING	11/14/2023
SOUND DEVICES LLC	MOTION DETECTION FOR MICROPHONE GATING	14/952501 / 9800964	11/25/2015 / 10/24/2017

SOUND DEVICES LLC	MAGNETIC LINEAR FADER	15/454308 / 10014966	03/09/2017 / 07/03/2018
SOUND DEVICES LLC	MAGNETIC LINEAR FADER	16/013027 / 10374733	06/20/2018 / 08/06/2019
SOUND DEVICES LLC	BIDIRECTIONAL MULIT-CHANNEL AUDIO LINK FOR TRANDUCERS	US63/586,589 PROVISIONAL PATENT APPLICATION NUMBER	29/09/2023

SCHEDULE 3**REGISTERED TRADEMARKS**

OWNER	MARK	APPLICATION # / REGISTRATION #	APPLICATION DATE / REGISTRATION DATE
SLATE DIGITAL LLC	TRIGGER	85034832 / 3899835	5/10/2010 / 1/4/2011
SLATE DIGITAL LLC	SLATE DIGITAL	85170659 / 3961925	11/5/2010 / 5/17/2011
SLATE DIGITAL LLC	AIR	86466590 / 4991129	11/27/2014 / 7/5/2016
SLATE DIGITAL LLC	E2DEESSER	86876653 / 5433891	1/15/2016 / 3/27/2018
SLATE DIGITAL LLC	FONTMOJI	87575899 / 5577060	8/19/2017 / 10/2/2018
SLATE DIGITAL LLC	SLATE	88413331 / 6364993	5/2/2019 / 5/25/2021
SLATE DIGITAL LLC	EIOSIS	90393236 /	12/18/2020 /

		6544034	11/2/2021
SLATE DIGITAL LLC	EVERYTHING BUNDLE	87663327 / 5501580	10/27/2017 / 6/26/2018
SLATE DIGITAL LLC	S	87830694 / 5585462	3/12/2018 / 10/16/2018
SLATE DIGITAL LLC	INFINITY EQ	88651950 / 6186481	10/11/2019 / 10/27/2020
SLATE DIGITAL LLC	INF EQ	88651996 / 6109384	10/11/2019 / 7/21/2020
SLATE DIGITAL LLC	METATUNE	90337601 / 6828669	11/23/2020 / 8/23/2022
SLATE DIGITAL LLC	METAPITCH	90337636 / 7422403	11/23/2020 / 6/18/2024
SLATE DIGITAL LLC	(DESIGN ONLY)	90468842 / 6769299	1/15/2021 / 6/21/2022
SLATE DIGITAL LLC	VIRTU	98042145 /	6/14/2023

		Pending	
SOUND DEVICES, LLC	S	75598840 / 2517933	12/3/1998 / 12/11/2001
SOUND DEVICES, LLC	USBPRE	76272962 / 2550019	6/18/2001 / 3/19/2002
SOUND DEVICES, LLC	SOUND S DEVICES	88478666/ 6105063	6/18/2019 / 7/21/2020
SOUND DEVICES, LLC	SOUND S DEVICES	88478675/ 6105064	6/18/2019 / 7/21/2020
SOUND DEVICES, LLC	GAINFORWARD	90906941 / Pending	8/27/2021
SOUND DEVICES, LLC	NOISEASSIST	97274511 / 7416920	2/18/2022 / 6/18/2024
SOUND DEVICES, LLC	MIXASSIST	97274516 / 7357409	2/18/2022 / 4/9/2024

SOUND LLC	DEVICES,	SUPERSLOT	97274520 / 7022765	2/18/2022 / 4/11/2023
SOUND LLC	DEVICES,	MIXPRE	97274528 / Pending	2/18/2022
SOUND LLC	DEVICES,	SOUND DEVICES ASTRAL	97530135 / 7451389	8/2/2022 / 7/16/2024
SOUND LLC	DEVICES,	E-VERSITY	97876330 / Pending	4/6/2023
SOUND LLC	DEVICES,	HEXVERSITY	97876344 / Pending	4/6/2023
SOUND LLC	DEVICES,	OCTVERSITY	97876349 / Pending	4/6/2023
SOUND LLC	DEVICES,	NEXLINK	97931199 / Pending	5/11/2023
SOUND LLC	DEVICES,	SPECTRABAND	98652492 / Pending	7/17/2024

