

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI672229

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Blackbox Biometrics, Inc.	11/29/2024
RECEIVING PARTY DATA	
Company Name:	The Toronto-Dominion Bank, as Agent
Street Address:	TD North Tower, 77 King Str W, 26th Fl
City:	Toronto
State/Country:	CANADA
Postal Code:	M5K 1A2
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	D743822
Patent Number:	10561341
Patent Number:	9380961
Patent Number:	D1006045
Application Number:	17912972
Application Number:	17475518
Application Number:	17798147
Application Number:	13838492
Application Number:	14248849
Application Number:	18569396
Application Number:	18569411
Application Number:	18618318
Application Number:	18294245
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:	8009279801
Email:	jean.paterson@cscglobal.com
Correspondent Name:	CSC J. Paterson
Address Line 1:	19 West 44th Street

PATENT

Address Line 2:	Suite 200
Address Line 4:	New York, NEW YORK 10036

NAME OF SUBMITTER:	Jean Paterson
---------------------------	---------------

SIGNATURE:	Jean Paterson
-------------------	---------------

DATE SIGNED:	12/04/2024
---------------------	------------

Total Attachments: 7

source=12-04-2024 BLACKBOX_BIOMETRICS_PT#page1.tiff
source=12-04-2024 BLACKBOX_BIOMETRICS_PT#page2.tiff
source=12-04-2024 BLACKBOX_BIOMETRICS_PT#page3.tiff
source=12-04-2024 BLACKBOX_BIOMETRICS_PT#page4.tiff
source=12-04-2024 BLACKBOX_BIOMETRICS_PT#page5.tiff
source=12-04-2024 BLACKBOX_BIOMETRICS_PT#page6.tiff
source=12-04-2024 BLACKBOX_BIOMETRICS_PT#page7.tiff

GRANT OF SECURITY INTEREST IN PATENTS

THIS GRANT OF SECURITY INTEREST IN PATENTS (as may be amended, supplemented, restated and otherwise modified from time to time, the “**Agreement**”) dated as of November 29, 2024, is entered into by Blackbox Biometrics, Inc., a New York corporation (the “**Grantor**”) in favor of The Toronto-Dominion Bank solely in its capacity as agent for and on behalf of the Lenders (in such capacity, including any successors and assigns, the “**Agent**”), pursuant to the Fourth Amended and Restated Credit Agreement dated as of November 29, 2024, among AirBoss of America Corp., an Ontario corporation, Groupe AirBoss Défense Ltée / AirBoss Defense Group Ltd., a Quebec corporation, AirBoss Holdings, LLC (f/k/a AirBoss Holdings Inc.), a Delaware limited liability company, AirBoss Defense Group, LLC, a Delaware limited liability company (f/k/a Immediate Response Technologies, LLC), AirBoss Defense Group, Inc., a Delaware corporation, SunBoss Chemicals Corp., an Ontario corporation, AirBoss Rubber Compounding (NC), LLC (f/k/a AirBoss Rubber Compounding (NC) Inc.), a North Carolina limited liability company, Critical Solutions International, LLC, a Texas limited liability company, ADG Enterprises, LLC, a Delaware limited liability company, AirBoss Silicone, LLC, a Michigan limited liability company, Ace Elastomer, LLC, a South Carolina limited liability company, AirBoss Flexible Products, LLC (f/k/a AirBoss Flexible Products Co.), a Michigan limited liability company, Ace Midwest, LLC, a South Carolina limited liability company, the Grantor, the other Credit Parties party thereto, each of the financial institutions from time to time signatory thereto (collectively, including their respective successors and assigns, the “**Lenders**”), the Agent and Toronto Dominion (Texas) LLC, in its capacity as US agent for and on behalf of the Lenders (including any successors and assigns in such capacity) (as amended, supplemented and/or restated from time to time, the “**Credit Agreement**”).

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, the Grantor grants to the Agent a security interest and all of Grantor’s right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located (“**Patent Collateral**”):

1. all rights, title and interest in the patents and patent applications set forth on attached Exhibit A (collectively, the “**Canadian Patents**”);
2. all rights, title and interest in the patents and patent applications set forth on attached Exhibit B (collectively, the “**EU Patents**”);
3. all rights, title and interest in the patents and patent applications set forth on attached Exhibit C (collectively, the “**US Patents**” and together with the Canadian Patents and the EU Patents, the “**Patents**”); and
4. all products and Proceeds of the foregoing Patents.

The Grantor has granted the security interest under this instrument in conjunction with the security interests granted to the Agent pursuant to the terms of a Second Amended and Restated Security Agreement, dated as of November 29, 2024 (as amended, supplemented and/or restated from time to time, the “**Security Agreement**”), entered into by and among, *inter alios*, the

Grantor and the Agent. The Grantor acknowledges and affirms that the rights, privileges and remedies of the Agent with respect to the security interest in the Patent Collateral granted in this instrument are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

Upon the termination of the Security Agreement in accordance with the terms thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Patent Collateral under this Agreement and any other documents required to evidence the termination of the Agent's interests in the applicable Patent Collateral.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN AND FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Agent and the Grantor.

This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering to the other party hereto one or more counterparts. This Agreement shall become effective when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Agent and thereafter shall be binding upon the Grantor and the Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor and the Agent and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Page Follows]

In witness whereof, the Grantor has duly executed this Agreement as of the day and year first written above.

BLACKBOX BIOMETRICS, INC.

Signed by:
By: Frank Ientile
Name: Frank Ientile
Title: Authorized Officer

Exhibit A

Canadian Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
DISPLAY PANEL WITH A GRAPHICAL USER INTERFACE FOR A BLAST GAUGE			209172	

Patent Applications

Title	Status	Filing Date / Application Number
VOCAL ACOUSTIC ATTENUATION	Examination underway	CA 3167782
ACOUSTIC MONITORING SYSTEMS AND METHODS	Examination underway	CA 3173948

Exhibit B**EU Patents***Patent Applications*

Title	Status	Filing Date / Application Number
BLAST SENSOR WITH RELATED HOUSING	Deemed withdrawn	WO2022272095
ACOUSTIC MONITORING SYSTEM	Request for examination made	EP4127620
BLAST SENSOR PERFORMANCE IMPROVEMENT	Deemed withdrawn	WO2022272099
MODULAR BLAST PROBE	Deemed withdrawn	WO2023102070
VOCAL ACOUSTIC ATTENUATION	Request for examination made	EP4104454
DETECTING AND EVALUATING IMPACT EVENTS	Deemed withdrawn	WO2015021393

Exhibit C

US Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
DEVICE FOR DETECTING AN IMPACT EVENT	D/508486	11/6/14	D743,822	11/24/15
DEVICE PACKAGING FOR AN IMPACT DETECTION DEVICE	15/268259	9/16/16	10,561,341	2/18/20
DEVICES, SYSTEMS AND METHODS FOR DETECTING AND EVALUATING IMPACT EVENTS	14/140613	12/26/13	9,380,961	7/5/16
DISPLAY PANEL WITH A TRANSITIONAL GRAPHICAL USER INTERFACE FOR A BLAST GAUGE	D/796736	6/25/21	D1,006,045	11/28/23

Patent Applications

Title	Status	Filing Date / Application Number
ACOUSTIC MONITORING SYSTEMS AND METHODS	Filed	3/29/21 / US 20230370758 A1
LENSLESS IMAGER FOR LASER DETECTION	Filed	11/15/21 / US 20220170783 A1
VOCAL ACOUSTIC ATTENUATION	Filed	2/11/21 / US 20230070560 A1
SYSTEMS AND METHODS FOR MAPPING AN EXPLOSIVE EVENT	Filed	3/15/23 / US 20160097756 A1
DEVICES, SYSTEMS AND METHODS FOR DETECTING AND EVALUATING IMPACT EVENTS	Filed	4/9/14 / US 20150040665 A1
BLAST SENSOR PERFORMANCE IMPROVEMENT	Filed	12/12/23 / US 20240271991 A1
BLAST SENSOR WITH RELATED HOUSING	Filed	9/5/24 / US 20240295452 A1
DIRECTIONAL BLAST GAUGE SYSTEM AND METHOD	Filed	3/27/24 / US 20240328848 A1
FLAT MESH SENSOR	Filed	2/1/24 / US 20240337549 A1

61175483.1