

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI710152

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FFE ENTERPRISES, INC.	12/20/2024
RECEIVING PARTY DATA	
Company Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	11263581
Patent Number:	11282028
Patent Number:	11907894
Patent Number:	11946688
Application Number:	18409495
Application Number:	18427335
Application Number:	18620484
Application Number:	63689265
PCT Number:	US2013241
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:	9736816387
Email:	LBuhs@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	86733.013

NAME OF SUBMITTER:	Laura Buhs
SIGNATURE:	Laura Buhs
DATE SIGNED:	12/20/2024
Total Attachments: 6 source=11. FFF - Patent Security Agreement [Executed] (2)#page1.tiff source=11. FFF - Patent Security Agreement [Executed] (2)#page2.tiff source=11. FFF - Patent Security Agreement [Executed] (2)#page3.tiff source=11. FFF - Patent Security Agreement [Executed] (2)#page4.tiff source=11. FFF - Patent Security Agreement [Executed] (2)#page5.tiff source=11. FFF - Patent Security Agreement [Executed] (2)#page6.tiff	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 20th day of December, 2024, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as agent for the Secured Parties (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 20, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), the Agent, as administrative agent for the Lenders and collateral agent for itself and the Lenders, FFF ENTERPRISES, INC., a California corporation ("FFF" or "Parent") and each of FFF's Subsidiaries identified on the signature pages thereof as a "Guarantor", and those additional entities that thereafter become parties thereto in accordance with the terms thereof, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement dated as of December 20, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Patent Security Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that

the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

FFF ENTERPRISES, INC.
a California Corporation


By: 
Name: Patrick M. Schmidt
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:
WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:
WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Agent

By: 
Name: _____
Title: David Bergstrom
Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 069650 FRAME: 0455

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Grantor	Patent	Country	Application No.	Application Date	Patent No.	Registration Date
FFF Enterprises, Inc.	STORAGE DEVICES AND OPERATION METHODS THEREOF	US	16/740,371	01/10/2020	11263581	Mar-01-2022
FFF Enterprises, Inc.	STORAGE DEVICES AND OPERATION METHODS THEREOF	US	16/994,843	08/17/2020	11282028	Mar-22-2022
FFF Enterprises, Inc.	STORAGE DEVICES AND OPERATION METHODS THEREOF	US	17/698,838	03/18/2022	11907894	Feb-20-2024
FFF Enterprises, Inc.	PORTABLE PLATFORM BASED PRODUCT STORAGE AND EXPANSION SYSTEMS, DEVICES AND METHOD	US	17/752,373	05/24/2022	11,946,688	Apr-02-2024

PATENT APPLICATIONS

Grantor	Patent	Country	Application No.	Application Date
FFF Enterprises, Inc.	STORAGE DEVICES AND OPERATION METHODS THEREOF	US	18/409,495	01/10/2024
FFF Enterprises, Inc.	STORAGE DEVICES AND OPERATION METHODS THEREOF	US	18/427,335	01/30/2024
FFF Enterprises, Inc.	PORTABLE PLATFORM BASED PRODUCT STORAGE AND EXPANSION SYSTEMS, DEVICES AND METHOD	US	18/620,484	03/28/2024
FFF Enterprises, Inc.	PORTABLE EMERGENCY RESPONSE KITS WITH INTEGRATED SIGNAL TRANSMISSION SYSTEM	US	63/689,265	08/30/2024
FFF Enterprises, Inc.	STORAGE DEVICES AND OPERATION METHODS THEREOF	WO	PCT/US20/13241	1/11/2020

PATENT LICENSES

None.

Schedule I
to Patent Security Agreement

RECORDED: 12/20/2024

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