

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI722225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIFIED ENTERPRISES CORP.	12/20/2024
RECEIVING PARTY DATA	
Company Name:	BANK OF AMERICA, N.A.
Street Address:	900 W TRADE STREET
Internal Address:	Mail Code: NC1-026-06-03
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8732015
CORRESPONDENCE DATA	
Fax Number:	2124552502
<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:	2124552592
Email:	ksolomon@stblaw.com
Correspondent Name:	COURTNEY WELSHIMER ESQ.
Address Line 1:	SIMPSON THACHER & BARTLETT LLP
Address Line 2:	425 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	005261/0002
NAME OF SUBMITTER:	KIMBERLY SOLOMON
SIGNATURE:	KIMBERLY SOLOMON
DATE SIGNED:	12/29/2024
Total Attachments: 5	
source=iHM - Comprehensive PSA (Unified Enterprises Corp.) (Executed)#page1.tiff	
source=iHM - Comprehensive PSA (Unified Enterprises Corp.) (Executed)#page2.tiff	
source=iHM - Comprehensive PSA (Unified Enterprises Corp.) (Executed)#page3.tiff	
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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of December 20, 2024 by UNIFIED ENTERPRISES CORP. (“**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement for the Secured Parties (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of December 20, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans, and as consideration for Loans previously made under the Credit Agreement, if any, the Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranties, the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in or to all the following Collateral (excluding any Excluded Assets) of Grantor:

- (a) issued Patents and Patents with respect to which applications are pending, including, without limitation, those listed on Schedule I attached hereto; and
- (b) all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, misappropriations, dilutions or other violations or impairments of any of the foregoing and all rights to sue or otherwise recover for past, present, and future infringements, misappropriations or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

SECTION 3. The Security 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 Security 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 Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

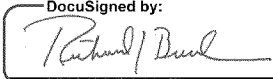
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow.]

UNIFIED ENTERPRISES CORP., as Grantor

By: 
Name: Richard J. Bressler
Title: President and Chief Financial Officer

[Signature Page to Patent Security Agreement]

BANK OF AMERICA, N.A., as Collateral
Agent

By: 
Name: Priscilla Ruffin
Title: AVP

Schedule I
Patent Registrations and Applications

Registrations:

OWNER	REGISTRATION NUMBER	PATENT
Unified Enterprises Corp.	8,732,015	Social Media Pricing Engine

Applications:

None.