

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI792567

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNIVERSAL ATLANTIC SYSTEMS, LLC	12/11/2024
RECEIVING PARTY DATA		
Company Name:	BAIN CAPITAL CREDIT, LP, as Administrative Agent	
Street Address:	200 CLARENDON STREET	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9488723
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	66478.326	
NAME OF SUBMITTER:	Jeneen Adamo	
SIGNATURE:	/Jeneen Adamo/	
DATE SIGNED:	01/30/2025	
Total Attachments: 4		
source=Bain_Zeus - Patent Security Agreement Executed#page1.tiff		
source=Bain_Zeus - Patent Security Agreement Executed#page2.tiff		
source=Bain_Zeus - Patent Security Agreement Executed#page3.tiff		
source=Bain_Zeus - Patent Security Agreement Executed#page4.tiff		

GRANT OF A SECURITY INTEREST IN PATENTS

This Patent Security Agreement (this "*Patent Security Agreement*") is made as of December 11, 2024, by UNIVERSAL ATLANTIC SYSTEMS, LLC, a Delaware limited liability company ("*Grantor*"), in favor of BAIN CAPITAL CREDIT, LP, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "*Patents*");

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated as of December 11, 2024 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), by and among Alert SRC Newco LLC, a Delaware limited liability company, and the other Grantors (as defined therein) party thereto from time to time in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all rights, title and interests of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart. The words "execution," "signed," "signature," and words of like import in this Patent Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York

State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

UNIVERSAL ATLANTIC SYSTEMS, LLC,
as Grantor

By: Paul Ridder
Name: Paul Ridder
Title: Secretary and Treasurer

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST IN PATENTS**

No.	Patent	Jurisdiction	Registration No./ Registration Date	Grantor
1.	METHOD AND SYSTEM OF CONTROLLING A DRIVE-THRU OPERATION OF A QUICK-SERVICE RESTAURANT	United States	9,488,723 11/08/2016	Universal Atlantic Systems, LLC