

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI809402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Eyelit Inc.	11/04/2024
RECEIVING PARTY DATA	
Company Name:	Trinity Capital Inc.
Street Address:	1N 1st Street, Suite 302
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15914523
Patent Number:	8509925
CORRESPONDENCE DATA	
Fax Number:	6175236850
<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:	6175232700
Email:	susan.dinicola@hklaw.com,tyson.wanjura@hklaw.com
Correspondent Name:	Susan C. DiNicola
Address Line 1:	Holland & Knight LLP
Address Line 2:	10 St. James Avenue
Address Line 4:	Boston , MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	230593.00004
NAME OF SUBMITTER:	Susan DiNicola
SIGNATURE:	/Susan DiNicola/
DATE SIGNED:	02/07/2025
Total Attachments: 5	
source=Eyelit Patent Security Agreement(512254108.1)#page1.tiff	
source=Eyelit Patent Security Agreement(512254108.1)#page2.tiff	
source=Eyelit Patent Security Agreement(512254108.1)#page3.tiff	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 4th day of November, 2024, 2024, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **TRINITY CAPITAL INC.** (“Trinity”), in its capacity as administrative agent for each of the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guarantee, dated as of the 4th day of November, 2024 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among **BP EYELIT HOLDINGS CORPORATION**, a Delaware corporation (“Parent”), **BP EYELIT INTERMEDIATE LLC**, a Delaware limited liability company (“Borrower”), as borrower, and such other Persons as may become a borrower under the Loan Agreement, **EYELIT INC.**, a corporation formed under the laws of the Province of Ontario (and successor by way of amalgamation to Optessa Inc.), **EYELIT CORP.**, a Delaware corporation, **THAMES TECHNOLOGY LIMITED**, a private limited company incorporated in England and Wales, **OPTESSA USA INC.**, a New Jersey corporation, and **MESTEC LIMITED**, a private limited company incorporated in England and Wales (collectively, and together with Parent, the “Guarantors” and each individually, a “Guarantor”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Loan Agreement and the Other Documents, but only upon the condition, among others, that Grantors and the other Persons party thereto shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Canadian Guarantee and Security Agreement, dated as of the 4th day of November, 2024 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guarantee and Security Agreement**”); and

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

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants to Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following (except to the extent any

of the foregoing constitutes Excluded Property), whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

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

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guarantee 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 Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EYELIT INC., an Ontario corporation

By: Terrance Bei
Name: Terrance Bei
Title: Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 070139 FRAME: 0964

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

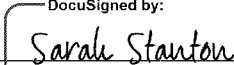
EYELIT INC., as successor-in-interest to
Optessa Inc.

By: _____

Name: _____

Title: _____

TRINITY CAPITAL INC.,
as Agent

By:  _____
Name: Sarah Stanton
Title: General Counsel

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patents¹

Applications:

Patent Name	Grantor	Country	Application No.	Filing Date
Generating a global workflow sequence for multiple workflow stages	Eyelit Inc.	United States	App No. 15914523	March 7, 2018

Registrations:

Patent Name	Grantor	Country	Patent No.	Filing Date
Method and system for generating an optimized solution for a process	Eyelit Inc.	United States	Patent No. 8509925	December 17, 2008

¹ Eyelit Inc. is grantor of these patent registrations/applications, as successor of Optessa Inc. However, these registrations/applications are still in the name of Optessa Inc.