

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI903044

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	Versaterm Public Safety Inc.	03/21/2025
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	PNC Bank, National Association	
<b>Street Address:</b>	500 First Avenue	
<b>Internal Address:</b>	Commercial Loan Service Center/DCC	
<b>City:</b>	Pittsburgh	
<b>State/Country:</b>	PENNSYLVANIA	
<b>Postal Code:</b>	15219	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9691386
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	(215)569-5619	
<b>Email:</b>	pecsenye@blankrome.com	
<b>Correspondent Name:</b>	Timothy D. Pecsénye	
<b>Address Line 1:</b>	One Logan Square, 8th Floor	
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103	
<b>ATTORNEY DOCKET NUMBER:</b>	074658-00081	
<b>NAME OF SUBMITTER:</b>	KATHERINE HOLLENBECK	
<b>SIGNATURE:</b>	/KATHERINE HOLLENBECK/	
<b>DATE SIGNED:</b>	03/21/2025	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>		
source=Patent Security Agreement (PNC-Versaterm) - Executed(153494927.1)#page1.tiff		
source=Patent Security Agreement (PNC-Versaterm) - Executed(153494927.1)#page2.tiff		
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Patent Security Agreement”) is made as of this 21st day of March, 2025, among VERSATERM PUBLIC SAFETY INC., a corporation amalgamated under the laws of British Columbia (“Grantor”), and PNC BANK, NATIONAL ASSOCIATION (“PNC”), as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), among Grantor and BANNEKER V INTERMEDIATE US, INC., a Delaware corporation (the “U.S. Borrower” and together with Grantor and each Person joined to the Credit Agreement as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), the Subsidiary Guarantors (as defined therein), BANNEKER V HOLDINGS US, LLC, a Delaware limited liability company (“Holdings” and together with the Subsidiary Guarantors and each other Person joined thereto as a guarantor from time to time, collectively, the “Guarantors” and each a “Guarantor” and together with the Borrowers, collectively the “Loan Parties” and each a “Loan Party”), the Persons which are now or which hereafter become a lender thereunder (collectively, the “Lenders”, and each individually, a “Lender”), and PNC, as Administrative Agent and as Collateral Agent, the Lenders agreed to extend credit to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, (i) the Grantor entered into the Canadian Pledge and Security Agreement dated as of March 21, 2025 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and (ii) Grantor is required to execute and deliver to the Collateral 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, 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 Credit Agreement or the Security Agreement, as applicable.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to the Collateral Agent, for its benefit and for the ratable benefit of the Secured Parties, a continuing security interest in and to all of Grantor’s present and after-acquired right, title and interest in, to and under the following, whether presently existing or hereafter created, acquired or arising or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”):

(a) all of Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, and quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by Grantor against third parties for past, present or future infringement or violation of any Patent. Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Assets (and no security interest shall be deemed to be granted in any Excluded Assets pursuant to this Patent Security Agreement).

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantor, or any of them, to the Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for its benefits and for the ratable benefit of the Secured Parties, pursuant to the Credit Agreement and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Collateral Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantor. 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 the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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 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.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement refer to this Patent Security Agreement, as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. GOVERNING LAW. This Patent Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, 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.

GRANTOR:

**MINDBASE, LLC**

By: 

Name: Warren Loomis

Title: President and Chief Executive Officer

Signature Page to Patent Security Agreement

**PATENT**  
**REEL: 070584 FRAME: 0106**

ACCEPTED AND  
ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By: *Rachel Lingelbach*  
Name: Rachel Lingelbach  
Title: Vice President

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patents

Owner	Description of Patent	Country	Appl. / Registration Number  (Publication No.)	Appl. / Registration Date  (Publication Date)
Versaterm Public Safety Inc.	Automated Voice-To- Reporting/Management System And Method For Voice Call-Ins Of Events/Crimes	U.S.	9691386	6/27/2017