

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI903314

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SOONR, LLC	03/20/2025
RECEIVING PARTY DATA	
Company Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS FIRST LIEN COLLATERAL AGENT
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8116288
Patent Number:	7779069
Patent Number:	7933254
Patent Number:	7899891
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:	2023704750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Joanna McCall
Address Line 1:	1025 Connecticut Ave NW, Suite 712
Address Line 2:	Cogency Global Inc.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	2696624 JM PT 1L 21
NAME OF SUBMITTER:	Joanna McCall
SIGNATURE:	/Joanna McCall/
DATE SIGNED:	03/21/2025
Total Attachments: 5	
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FIRST LIEN PATENT SECURITY AGREEMENT

FIRST LIEN PATENT SECURITY AGREEMENT, dated as of March 20, 2025 (this “Agreement”), among SOONR, LLC, a Delaware limited liability company (the “Grantor”), and MORGAN STANLEY SENIOR FUNDING, INC., as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”).

Reference is made to (a) that certain First Lien Credit Agreement, dated as of March 20, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among KNOCKOUT INTERMEDIATE HOLDINGS II INC., a Delaware corporation (“Holdings”), KASEYA INC., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent and collateral agent, and (b) that certain First Lien Collateral Agreement, dated as of March 20, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and/or as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the United States Patents and Patent applications listed on Schedule I attached hereto, (b) all reissues, substitutes, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights accruing thereunder or pertaining thereto throughout the world (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, at such time as (a) (i) the Commitments shall have expired or been terminated and (ii) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations (other than any such obligations in respect of a Letter of Credit) as to which no claim has been made or which are otherwise not due) payable under any Loan Document, any Other First Lien Agreement, any Secured Swap Obligation and any Secured Cash Management Obligation, shall have been paid in full in cash and all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have

been fully reimbursed or (b) as set forth in Section 9.14 of the Credit Agreement and any equivalent provision of any Other First Lien Agreement, the security interest granted herein shall automatically terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section 4 shall be without recourse or warranty by the First Lien Collateral Agent or any other Secured Party.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

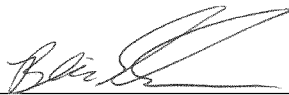
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SOONR, LLC, as Grantor

Signed by:

By: 90341161054B4DA...
Name: Ryan Courson
Title: Chief Financial Officer

**MORGAN STANLEY SENIOR FUNDING, INC., as
First Lien Collateral Agent**

By: 
Name: Brian Sanderson
Title: Authorized Signatory

Schedule I

Title of Invention	Filing Date	Application Number	Issue Date	Patent Number
METHOD FOR DISTRIBUTING DATA, ADAPTED FOR MOBILE DEVICES	09/29/2005	11/238,838	02/14/2012	8,116,288
NETWORK ADAPTED FOR MOBILE DEVICES	09/29/2005	11/238,839	08/17/2010	7,779,069
METHOD FOR DISTRIBUTING DATA, ADAPTED FOR MOBILE DEVICES	11/13/2007	11/939,068	04/26/2011	7,933,254
NETWORK ADAPTED FOR MOBILE DEVICES	07/09/2010	12/833,616	03/01/2011	7,899,891

Schedule 1 to First Lien Patent Security Agreement

RECORDED: 03/21/2025

PATENT
REEL: 070587 FRAME: 0030