### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI905742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
OPEN MESH, LLC	03/20/2025

#### **RECEIVING PARTY DATA**

Company Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS SECOND 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:	D730349		
Patent Number:	D708611		
Patent Number:	D835085		
Patent Number:	D813647		

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**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 2L 47	
NAME OF SUBMITTER:	Joanna McCall	
SIGNATURE:	/Joanna McCall/	
DATE SIGNED:	03/24/2025	

**Total Attachments: 5** 

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PATENT REEL: 070608 FRAME: 0203

#### SECOND LIEN PATENT SECURITY AGREEMENT

SECOND LIEN PATENT SECURITY AGREEMENT, dated as of March 20, 2025 (this "Agreement"), among OPEN MESH, LLC, an Oregon limited liability company (the "Grantor"), and MORGAN STANLEY SENIOR FUNDING, INC., as second lien collateral agent (in such capacity, the "Second Lien Collateral Agent").

Reference is made to (a) that certain Second 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 and MORGAN STANLEY SENIOR FUNDING, INC., as the administrative agent and collateral agent, and (b) that certain Second 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 Second Lien Collateral Agent. The Lenders 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/or as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. 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 <u>Section 1.01(b)</u> 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 Second 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. <u>Collateral Agreement</u>. The Grantor hereby acknowledges and affirms that the rights and remedies of the Second 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. <u>Termination</u>. Subject to <u>Section 5.13</u> 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 as to which no claim has been made or which are otherwise not due) payable under any Loan Document, any Other Second Lien Agreement, any Secured Swap Obligation and any Secured Cash Management Obligation, shall have been paid in full in cash or (b) as set forth in Section 9.14 of the Credit Agreement and any equivalent provision of any Other Second Lien Agreement, the security interest granted herein shall automatically terminate and the Second Lien Collateral Agent shall execute, acknowledge, and

PATENT REEL: 070608 FRAME: 0204 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 Second Lien Collateral Agent pursuant to this Section 4 shall be without recourse or warranty by the Second Lien Collateral Agent or any other Secured Party.

SECTION 5. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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.

**OPEN MESH, LLC, as Grantor** 

Bv:

Name: Ryan Courson

Title: Chief Financial Officer

# MORGAN STANLEY SENIOR FUNDING, INC., as Second Lien Collateral Agent

By:

Name: Brian Sanderson Title: Authorized Signatory

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## Schedule I

Title of Invention	Filing Date	Application Number	Issue Date	Patent Number
HOUSING FOR A NETWORK DEVICE	03/21/2013	29/450,751	05/26/2015	D730,349
HOUSING FOR A NETWORK DEVICE	07/03/2013	29/459,894	07/08/2014	D708,611
NETWORK ACCESS POINT	12/30/2016	29/589,448	12/04/2018	D835,085
NETWORK ACCESS POINT MOUNTING PLATE	12/30/2016	29/589,454	03/27/2018	D813,647

Schedule 1 to Second Lien Patent Security Agreement

**RECORDED: 03/24/2025** 

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