

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Unisys Corporation	02/24/2012

RECEIVING PARTY DATA

Name:	Deutsche Bank National Trust
Street Address:	Global Transaction Banking
Internal Address:	100 Plaza One; MS: 0699
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311

PROPERTY NUMBERS Total: 43

Property Type	Number
Patent Number:	8032412
Patent Number:	8032687
Patent Number:	8032742
Patent Number:	8041836
Patent Number:	8042156
Patent Number:	8074109
Application Number:	13299369
Application Number:	13301958
Application Number:	13272287
Application Number:	13272293
Application Number:	61557464
Application Number:	61557575
Application Number:	13270256
Application Number:	13298382

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Application Number:	13298394
Application Number:	13298410
Application Number:	61557439
Application Number:	61557481
Application Number:	13330781
Application Number:	13324144
Application Number:	13324171
Application Number:	13339892
Application Number:	13339906
Application Number:	13339880
Application Number:	13271147
Application Number:	13271152
Application Number:	13339431
Application Number:	13339425
Application Number:	13299458
Application Number:	13299452
Application Number:	13271136
Application Number:	13339499
Application Number:	13334142
Application Number:	13325422
Application Number:	13294336
Application Number:	13294338
Application Number:	13298376
Application Number:	13339443
Application Number:	13339446
Application Number:	13339470
Application Number:	13339457
Application Number:	13339464
Application Number:	13339970

**CORRESPONDENCE DATA**

Fax Number: (215)986-3090  
Phone: 2159865462  
Email: tracey.cohen@unisys.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Robert P. Marley  
Address Line 1: 801 Lakeview Drive  
Address Line 2: Suite 100; M/S: 2NW  
Address Line 4: Blue Bell, PENNSYLVANIA 19424

ATTORNEY DOCKET NUMBER:

COMPLIANCE 4Q2011

NAME OF SUBMITTER:

Robert P. Marley

**Total Attachments: 19**

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UNISYS CORPORATION  
OFFICERS' CERTIFICATE

The undersigned, the Vice President and Treasurer and Assistant Treasurer, respectively, of Unisys Corporation, a Delaware corporation (the "Company"), each hereby certifies as follows pursuant to Section 4.04(a) of the Indenture with respect to the 12 3/4% Senior Secured Notes due 2014 (the "First Lien Indenture") dated as of July 31, 2009 among the Company, the Guarantors from time to time party thereto and Deutsche Bank Trust Company Americas, as Trustee. Capitalized terms that are not otherwise defined herein shall have the meanings set forth in the First Lien Indenture.


1. In the course of the performance by me of my duties as an officer of the Company, I would normally have knowledge of any Default or Event of Default under the First Lien Indenture.

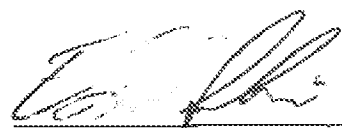
2. I do not know of any Default or Event of Default that occurred during the fiscal year ended December 31, 2011.

3. To the best of my knowledge, no event has occurred and remains in existence by reason of which payments on account of the principal of, premium on, if any, or interest, if any, on, the Notes is prohibited.

4. I have made such examination or investigation (including reading the relevant provisions of the First Lien Indenture and the other Secured Debt Documents) as is necessary to enable me to express an informed opinion with respect to the foregoing.

IN WITNESS WHEREOF, each of the undersigned has executed this Officer's Certificate as of the 24th day of February, 2012.

  
Name: Scott A. Battersby  
Title: Vice President and Treasurer

  
Name: Edward A. Sarkisian  
Title: Assistant Treasurer

UNISYS CORPORATION  
OFFICERS' CERTIFICATE

The undersigned, the Vice President and Treasurer and Assistant Treasurer, respectively, of Unisys Corporation, a Delaware corporation (the "Company"), each hereby certifies as follows pursuant to Section 4.04(a) of the Indenture with respect to the 14 1/4% Senior Secured Notes due 2015 (the "Second Lien Indenture") dated as of July 31, 2009 among the Company, the Guarantors from time to time party thereto and Deutsche Bank Trust Company Americas, as Trustee. Capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Second Lien Indenture.

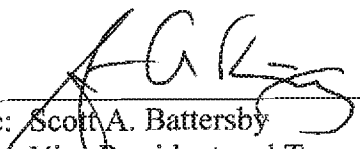
1. In the course of the performance by me of my duties as an officer of the Company, I would normally have knowledge of any Default or Event of Default under the Second Lien Indenture.

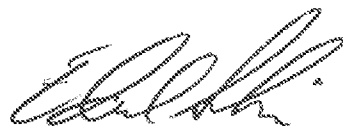
2. I do not know of any Default or Event of Default that occurred during the fiscal year ended December 31, 2011.

3. To the best of my knowledge, no event has occurred and remains in existence by reason of which payments on account of the principal of, premium on, if any, or interest, if any, on, the Notes is prohibited.

4. I have made such examination or investigation (including reading the relevant provisions of the Second Lien Indenture and the other Secured Debt Documents) as is necessary to enable me to express an informed opinion with respect to the foregoing.

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Name: Scott A. Battersby  
Title: Vice President and Treasurer

  
Name: Edward A. Sarkisian  
Title: Assistant Treasurer

## PATENT SECURITY AGREEMENT SUPPLEMENT

Patent Security Agreement Supplement, dated as of February 24, 2012 (this "Patent Security Agreement Supplement"), between Unisys Corporation ("Grantor") and Deutsche Bank Trust Company Americas, as collateral trustee for the Secured Parties (in such capacity as collateral trustee, together with its successors and permitted assigns, the "Collateral Trustee").

### WITNESSETH:

WHEREAS, Grantor is a party to a Priority Lien Pledge and Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement") among Grantor, the Collateral Trustee and other parties thereto, pursuant to which Grantor executed and delivered that certain Patent Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "Patent Security Agreement").

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor has agreed to execute and deliver to the Collateral Trustee a supplement to the Patent Security Agreement covering any Collateral consisting of U.S. Patents and Patent Licenses in which Grantor acquires rights after the Original Issue Date, in appropriate form for recordation with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees with the Collateral Trustee, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Collateral Trustee, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Patents and Patent Licenses listed on Schedule I hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Trustee for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement Supplement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. This Patent Security Agreement Supplement has been executed and delivered by Grantor for the purpose of recording the grant of

security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests the Commissioner of Patents and Trademarks to record this Agreement.

SECTION 5. Applicable Law. This Patent Security Agreement Supplement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York.

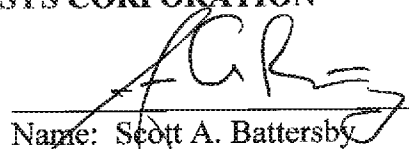
SECTION 6. Counterparts. This Patent Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**UNISYS CORPORATION**

By: \_\_\_\_\_

  
Name: Scott A. Battersby

Title: Vice President and Treasurer



Accepted and Agreed:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,**  
as Collateral Trustee

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT SUPPLEMENT**

U.S. Patents

<b>Patent No.</b>	<b>Title</b>	<b>Docket No.</b>
8,032,412	COLLECTING AND PAYING MICROPAYMENTS FOR INTERNET AND WIRELESS PURCHASE OF COPYRIGHT MATERIAL	RA5430
8,032,687	METHOD SYSTEM AND APPARATUS FOR SUPPORTING LIMITED ADDRESS MODE MEMORY ACCESS	RA5882
8,032,742	DYNAMIC UPDATING OF TRUSTED CERTIFICATES AND CRLS	RA5880
8,041,836	AUTOMATIC COBOL WORKING STORAGE TO OPEN/OLTP VIEW CONVERSION	RA5436
8,042,156	MAPPING COMMUNICATIONS PLATFORM PROPRIETARY SSL APLS ONTO OPEN SSL BASED APLS	RA5879
8,074,109	THIRD PARTY VOTING TO SELECT A MASTER PROCESSOR WITHIN A MULTI-PROCESSOR COMPUTER	RA5760

NY1555370

**PATENT**  
**REEL: 027784 FRAME: 0055**

U.S. Patent Applications

Appin. No	Title	Docket No.
13/299,369	METHOD AND SYSTEM FOR CERTIFYING CONTACT INFORMATION	EU002
13/301,958	FACE RECOGNITION METHOD AND APPARATUS	EU003
13/272,287	CLOUD COMPUTING INTEGRATION FOR SENSOR NETWORKS	IN019
13/272,293	CLOUD-BASED ANIMATION TOOL	IN021
61/557,464	SINGLE SIGN-ON FOR PRIVATE CLOUD	IN023
61/557,575	APPRAISAL PROCESS FRAMEWORK FOR SCRUM PROJECTS	IN024
13/270,256	STREAMLINED EXECUTION OF EMULATED CODE USING BLOCK-BASED TRANSLATION MODE	11-003
13/298,382	DEADLY EMBRACE	11-006
13/298,394	DATABASE MANAGEMENT SYSTEM ENHANCEMENTS	11-012
13/298,410	STRUCTURE-SPECIFIC RECORD COUNT DATABASE OPERATIONS	11-013
61/557,439	ON-DEMAND SUPPLEMENTAL DOCUMENTATION INTERFACE FOR WORKLOAD MANAGEMENT	11-023
61/557,481	AUTOMATIC WORLOAD MANAGEMENT CONFIGURATION CONSISTENCY CHECK	11-024PRO
13/330,781	AUTOMATIC WORLOAD MANAGEMENT CONFIGURATION CONSISTENCY CHECK	11-024ORD
13/324,144	INTERFACES FOR COMBINING CALLS IN AN EMULATED ENVIRONMENT	11-025
13.324,171	CRYPTOGRAPHY FOR SECURE SHELL IN EMULATED ENVIRONMENTS	11-026
13/339,892	SINGLE DEVELOPMENT TEST ENVIRONMENT	MV10-015A
13/339,906	SINGLE DEVELOPMENT TEST ENVIRONMENT	MV10-015B
13/339,880	SINGLE DEVELOPMENT TEST ENVIRONMENT	MV10-015UTIL
13/271,147	SILENT ALARM ACTIVATION BASED ON AUTHENTICATION IN AN ELECTRONIC DEVICE	RA5931
13/271,152	SILENT ALARM ACTIVATION BASED ON AUTHENTICATION IN AN ELECTRONIC DEVICE	RA5931A
13/339,431	METHOD TO POPULATE ALTERNATE DATABASE FILES	RA5935A
13/339,425	METHOD TO POPULATE ALTERNATE DATABASE FILES	RA5935A
13/299,458	JUST-IN-TIME STATIC TRANSLATION SYSTEM FOR EMULATED COMPUTING ENVIRONMENTS	RA5939
13/299,452	SYSTEMS AND METHODS FOR DEBUGGING JUST-IN-TIME STATIC TRANSLATION IN AN EMULATED SYSTEM	RA5940
13/271,136	PROCESSING OF ELECTRONIC AIR WAYBILLS ACCORDING TO BILATERAL AGREEMENTS	RA5952
13/339,499	DEFERRED RELEASE PROCESSING WITHOUT DATABASE RECORD LOCKING	RA5964
13/334,142	NETWORK PACKET CAPTURE IN EMULATED ENVIRONMENTS	RA5967
13/325,222	METHOD AND APPARATUS FOR LOW LATENCY COMMUNICATION AND SYNCHRONIZATION FOR MULTI-THREAD	TN537

U.S. Patent Applications (continued)

Appln. No.	Title	Docket No.
13/294,336	FILE-BASED APPLICATION PROGRAMMING INTERFACE PROVIDING SELECTABLE SECURITY FEATURES	TN545
13/294,338	FILE-BASED APPLICATION PROGRAMMING INTERFACE PROVIDING SSH-SECURED COMMUNICATION	TN546
13/298,376	BUSINESS RULES FOR ACCESS CONTROL ALARM MANAGEMENT SYSTEM (ACAMS) PORTAL PLACEMENT	VA026
13/339,443	UNIFIED NETWORK ARCHITECTURE HAVING STORAGE DEVICES WITH SECURE BOOT DEVICES	VA033
13/339,446	SECURE DATA COMMUNICATIONS WITH NETWORK BACK END DEVICES	VA034
13/339,470	PROVIDING CLUSTER STORAGE WITH FIBRE CHANNEL OVER ETHERNET AND MULTIPATH INPUT/OUTPUT	VA035
13/339,457	ADDING OR REPLACING DISKS WITH RE-KEY PROCESSING	VA036
13/339,464	CLONING STORAGE DEVICES THROUGH SECURE COMMUNICATIONS LINKS	VA037
13/339,970	METHOD AND SYSTEM FOR MANAGING ONE OR MORE RECURRENCIES	VA038

Patent Licenses

[None]

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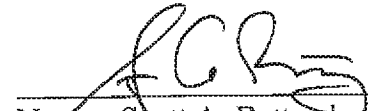
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Name: Scott A. Battersby  
Title: Vice President and Treasurer



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NY1555370

PATENT  
REEL: 027784 FRAME: 0063

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Patent Licenses

[None]

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