

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	05/03/2012
RECEIVING PARTY DATA	
Name:	Deutsche Bank National Trust Company
Street Address:	Global Transactions Banking
Internal Address:	100 Plaza One; M/S 0699
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
PROPERTY NUMBERS Total: 21	
Property Type	Number
Patent Number:	8099501
Patent Number:	8122120
Patent Number:	8131772
Patent Number:	8135980
Patent Number:	8145861
Application Number:	13398122
Application Number:	13343778
Application Number:	13433719
Application Number:	13358946
Application Number:	13343792
Application Number:	13364620
Application Number:	13355639
Application Number:	13355635
Application Number:	13432416

CH \$840.00 8099501

Application Number:	13420947
Application Number:	13420924
Application Number:	13420934
Application Number:	13435230
Application Number:	13420940
Application Number:	13358960
Application Number:	61617710

CORRESPONDENCE DATA

Fax Number: (215)986-3090

Phone: 2159864419

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: Unisys Corporation

Address Line 1: 801 Lakeview Drive

Address Line 2: Suite 100; M/S 2NW

Address Line 4: Blue Bell, PENNSYLVANIA 19422

ATTORNEY DOCKET NUMBER:	1Q2012COMPLIANCE
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NAME OF SUBMITTER:	Robert P. Marley
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Total Attachments: 23

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May 3, 2012

By Federal Express

Irina Golovashchuk
Assistant Vice President
Deutsche Bank National Trust Co.
Global Transaction Banking
Trust & Securities Services
100 Plaza One
MS 0699
Jersey City, NJ 07311-3901

Re: Unisys Corporation – Priority Lien Pledge and Security Agreement (the “Priority Security Agreement”) and Junior Lien Pledge and Security Agreement (the “Junior Security Agreement”), each dated as of July 31, 2009 among each of Unisys Corporation and the Other Grantors Party Thereto and Deutsche Bank Trust Company Americas, as Collateral Trustee

Dear Ms. Golovashchuk:

In accordance with Section 4.3 of each of the Priority Security Agreement and the Junior Security Agreement, I am enclosing (a) two Patent Security Agreement Supplements covering the U.S. patents in which Unisys Corporation acquired rights during the quarter ended March 31, 2012 and (b) two Trademark Security Agreement Supplements covering the U.S. Trademark registered during the quarter.

Please feel free to contact me at (215) 986-4058 if you have any questions.

Very truly yours,

A handwritten signature in cursive script, reading "Virginia C. Pappas".

Virginia C. Pappas
Associate General Counsel

Cc: Deutsche Bank Trust Company Americas
Attn: Trust and Securities Services

James G. Scantling, Esq.

PATENT SECURITY AGREEMENT SUPPLEMENT

Patent Security Agreement Supplement, dated as of May 2, 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

Patent No.	Docket No.	Title
8,099,501	RA5289	ADAPTER ARCHITECTURE
8,122,120	02-031	FAILOVER AND FAILBACK USING A UNIVERSAL MULTI-PATH DRIVER FOR STORAGE DEVICES
8,131,772	TN492	METHOD AND APPARATUS FOR IMPROVING THE PERFORMANCE OF OBJECT-ORIENTED QUEUES
8,135,980	TN495	STORAGE AVAILABILITY USING CRYPTOGRAPHIC SPLITTING
8,145,861	TN416	MANAGING DATA TRANSFER BETWEEN DIFFERENT TYPES OF TAPE MEDIA WITH ENCRYPTION

NY1555370

U.S. Patent Applications

Application No.	Title	Docket No.
13398122	PROFILING AND SEQUENCING OPERATORS EXECUTABLE IN AN EMULATED COMPUTING SYSTEM	11-001
13343778	OON-DEMAND SUPPLEMENTAL DOCUMENTATION INTERFACE FOR WORKLOAD MANAGEMENT	11-023
13433719	LIMITING EXECUTION OF EVENT-RESPONSES WITH USE OF POLICIES	11-027
13358946	DEFERRED DATA REPLICATION WITH SNAPSHOT RECORDS	11-030
13343792	METHOD AND SYSTEM FOR TESTING A CACHE MEMORY ARCHITECTURE	RA5910
13364620	OPERATING SYSTEM SUBSYSTEMS WITH SEMI-PRIVILEGED PERMISSIONS	RA5959
13355639	IMPROVED PERFORMANCE BY OFF-LOADING ENCRYPTION PROCESSING	RA5960
13355635	DEFERRED DATA REPLICATION	RA5963
13432416	EVENT LOGGER FOR JUST-IN-TIME STATIC TRANSLATION SYSTEM	RA5968
13420947	DATABASE FILE GROUPS	RA5969
13420924	DATABASE REPLICATION	RA5970
13420934	DEVICE TYPE OVERRIDE	RA5971
13435230	DATABASE BACKUP TO HIGHEST-USED PAGE	RA5972
13420940	IDLE POINT AUDITING FOR DATABASES	RA5973
13358960	TRANSLATION OF NON-NATIVE CODE BASED ON META-OPERATORS	TN539
61617710	UNISYS QUICKTIER PACKAGED SOLUTION OVERVIEW	VA039

Patent Licenses

[None]

PATENT SECURITY AGREEMENT SUPPLEMENT

Patent Security Agreement Supplement, dated as of May 2, 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 Junior 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

Patent No.	Docket No.	Title
8,099,501	RA5289	ADAPTER ARCHITECTURE
8,122,120	02-031	FAILOVER AND FAILBACK USING A UNIVERSAL MULTI-PATH DRIVER FOR STORAGE DEVICES
8,131,772	TN492	METHOD AND APPARATUS FOR IMPROVING THE PERFORMANCE OF OBJECT-ORIENTED QUEUES
8,135,980	TN495	STORAGE AVAILABILITY USING CRYPTOGRAPHIC SPLITTING
8,145,861	TN416	MANAGING DATA TRANSFER BETWEEN DIFFERENT TYPES OF TAPE MEDIA WITH ENCRYPTION

NY1555370

PATENT
REEL: 028147 FRAME: 0231

U.S. Patent Applications

Application No.	Title	Docket No.
13398122	PROFILING AND SEQUENCING OPERATORS EXECUTABLE IN AN EMULATED COMPUTING SYSTEM	11-001
13343778	ON-DEMAND SUPPLEMENTAL DOCUMENTATION INTERFACE FOR WORKLOAD MANAGEMENT	11-023
13433719	LIMITING EXECUTION OF EVENT-RESPONSES WITH USE OF POLICIES	11-027
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13358960	TRANSLATION OF NON-NATIVE CODE BASED ON META-OPERATORS	TN539
61617710	UNISYS QUICKTIER PACKAGED SOLUTION OVERVIEW	VA039

Patent Licenses

[None]

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Security Agreement Supplement, dated as of May 2, 2012 (this "**Trademark 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 Trademark Security Agreement dated as of July 31, 2009 (as amended, restated, supplemented or otherwise modified, the "**Trademark 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 Trademark Security Agreement covering any Collateral consisting of U.S. Trademarks and Trademark 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 Trademarks and Trademark Licenses listed on Schedule I hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark 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 Trademarks 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 Trademark 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 Trademark 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 Trademark 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.

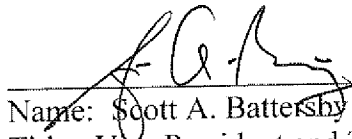
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[Remainder of page intentionally left blank]

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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
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
Trademark Registrations

S-PAR

Registered on March 27, 2012 (U.S. Reg. No. 4117355) for computer hardware; computer operating programs; computer software, namely, computer software that securely partitions hardware to enable running multiple operating environments on a computer hardware platform (International Class 9).

NY\1555370

PATENT
REEL: 028147 FRAME: 0237

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

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[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark 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

PATENT

REEL: 028147 FRAME: 0240

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
TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Registrations

S-PAR

Registered on March 27, 2012 (U.S. Reg. No. 4117355) for computer hardware; computer operating programs; computer software, namely, computer software that securely partitions hardware to enable running multiple operating environments on a computer hardware platform (International Class 9).

NY\1555370