## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2878836

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

### **CONVEYING PARTY DATA**

Name	Execution Date
OBJECTIVE SYSTEMS INTEGRATORS, INC.	05/30/2014

## **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT	
Street Address:	2450 COLORADO AVENUE, SUITE 3000 WEST	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90404	

## **PROPERTY NUMBERS Total: 25**

Property Type	Number
Patent Number:	6990518
Patent Number:	6963919
Patent Number:	7043659
Patent Number:	7133912
Patent Number:	7209968
Patent Number:	7043660
Patent Number:	6901440
Patent Number:	7225250
Patent Number:	6748384
Patent Number:	7203746
Patent Number:	6549533
Patent Number:	7596716
Patent Number:	7797409
Patent Number:	6047279
Patent Number:	6411922
Application Number:	09945372
Application Number:	09891995
Application Number:	10037262
Application Number:	10040980
Application Number:	11104849
Application Number:	11352116
502832240	<del></del>

**PATENT** 

REEL: 033072 FRAME: 0142

Property Type	Number
Application Number:	10625611
Application Number:	10691619
Application Number:	09469025
Application Number:	09469026

#### **CORRESPONDENCE DATA**

**Fax Number:** (213)627-0705

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:** 213.683.5698

Email: MinetteTayco@paulhastings.com

Correspondent Name: MINETTE M. TAYCO, C/O PAUL HASTINGS LLP

Address Line 1: 515 S. FLOWER STREET, 25TH FLOOR LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: MYSOFT (73896.186): PAT	
NAME OF SUBMITTER:	MINETTE M. TAYCO
SIGNATURE:	/Minette M. Tayco/
DATE SIGNED:	05/30/2014

#### **Total Attachments: 9**

source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page1.tif source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page2.tif source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page3.tif source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page4.tif source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page5.tif source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page6.tif source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page7.tif source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page8.tif source=WFB\_Mysoft - Fully Executed Patent Security Agreement#page9.tif

#### PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 30th day of May 2014, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

#### $\underline{W}\underline{I}\underline{T}\underline{N}\underline{E}\underline{S}\underline{S}\underline{E}\underline{T}\underline{H}$ :

WHEREAS, pursuant to that certain Credit Agreement dated as of May 30, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among MYSOFT HOLDINGS USA, INC., a Delaware corporation, as parent ("Parent"), OBJECTIVE SYSTEMS INTEGRATORS, INC. ("OSI"), the other Borrowers (as defined therein) from time to time party thereto (including OSI), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", and collectively, as the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 30, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. Initially capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Patent Collateral</u>"):
- (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

LEGAL\_US\_W # 78822710.2

- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending <u>Schedule I</u> to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
- 7. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION</u>. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN <u>SECTION 25</u> OF THE GUARANTY AND SECURITY

LEGAL\_US\_W # 78822710.2

AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE,  $MUTATIS\ MUTANDIS$ .

[signature pages follow]

LEGAL\_US\_W # 78822710.2

WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:** 

OBJECTIVE SYSTEMS INTEGRATORS,

INC., a Delaware corporation

Name: Richard Hessler

Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:

Gage Gilmore

Its Authorized Signatory

**REEL: 033072 FRAME: 0148** 

# SCHEDULE I to PATENT SECURITY AGREEMENT

# **Patents**

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Objective Systems Integrators, Inc.	United States	Object-Driven Network Management System Enabling Dynamically Definable Management Behavior	6990518	March 22, 2001
Objective Systems Integrators, Inc.	United States	Method And System For Improving Computer Network Performance	6963919	February 28, 2001
Objective Systems Integrators, Inc.	United States	System And Method For Flexible Processing Of Management Policies For Managing Network Elements	7043659	August 31, 2001
Objective Systems Integrators, Inc.	United States	System And Method For Measuring Usage Of Gateway Processes Utilized In Managing Network Elements	7133912	May 29, 2001

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Objective Systems Integrators, Inc.	United States	System And Method For Recovering Management Of Network Element(s) Responsive To Failure of A Distributed Gateway	7209968	May 29, 2001
Objective Systems Integrators, Inc.	United States	System And Method For Providing Distributed Fault Management Policies In A Network Management System	7043660	October 8, 2001
Objective Systems Integrators, Inc.	United States	System And Method For Universal Service Activation	6901440	July 2, 1999
Objective Systems Integrators, Inc.	United States	Method And System For Predictive Enterprise Resource Management	7225250	October 30, 2000
Objective Systems Integrators, Inc.	United States	System And Method For Dynamically Summarizing Data Stores	6748384	December 13, 2000
Objective Systems Integrators, Inc.	United States	System And Method For Adaptive Resource Management	7203746	December 11, 2000

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Objective Systems Integrators, Inc.	United States	Managing Switched Virtual Circuits In A Network	6549533	December 30, 1998
Objective Systems Integrators, Inc.	United States	Method and system for managing networks	7596716	July 29, 2004
Objective Systems Integrators, Inc.	United States	System and Method for Managing a Communication Network Utilizing State-Based Polling	7797409	January 26, 2001
Objective Systems Integrators, Inc.	United States	System and Method for Automatic Network Management Support Using Artificial Intelligence	6047279	November 17, 1997
Objective Systems Integrators, Inc.	United States	Problem Modeling in Resource Optimization	6411922	Decmeber 30, 1998

# **Pending Patent Applications**

RECORDED: 05/30/2014

OWNER	APPLICATION NUMBER
Objective Systems Integrators, Inc.	9/945,372
Objective Systems Integrators, Inc.	9/891,995
Objective Systems Integrators, Inc.	10/037,262
Objective Systems Integrators, Inc.	10/040,980
Objective Systems Integrators, Inc.	11/104,849
Objective Systems Integrators, Inc.	11/352,116
Objective Systems Integrators, Inc.	10/625,611
Objective Systems Integrators, Inc.	10/691,619
Objective Systems Integrators, Inc.	9/469,025
Objective Systems Integrators, Inc.	9/469,026