

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3134189

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SYMPHONY TELECA CORPORATION	12/05/2014
SYMPHONY TELECA SERVICES, INC.	12/05/2014
SYMPHONY SERVICES ENGINEERING CORP.	12/05/2014
RECEIVING PARTY DATA	
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT
Street Address:	20 KING STREET WEST, 4TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 1C4
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7581212
Patent Number:	7478365
CORRESPONDENCE DATA	
Fax Number:	(212)303-7064
<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:	212.318.6824
Email:	christinedionne@paulhastings.com
Correspondent Name:	CHRISTINE DIONNE C/O PAUL HASTINGS LLP
Address Line 1:	75 EAST 55TH STREET
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	78436.00137
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	12/05/2014
Total Attachments: 8	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 5, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SYMPHONY TELECA CORP., a Delaware corporation (“Holdings”) and SYMPHONY TELECA SERVICES, INC. (the “Borrower”), a Delaware corporation, and a direct wholly-owned subsidiary of Holdings have entered into that certain Credit Agreement dated as of August 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent, and each other Agent and Lender from time to time party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as August 7, 2014 made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, any Secured Hedge Agreement or any Cash Management Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under such Grantor's Guaranty.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

[signature page follows]

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

SYMPHONY TELECA CORPORATION, as
Grantor

By: *Pradeep Chaudhary*
Name: *PRADEEP CHAUDHARY*
Title: *CEO*

SYMPHONY TELECA SERVICES, INC., as
Grantor

By: *Pradeep Chaudhary*
Name: *PRADEEP CHAUDHARY*
Title: *CEO*

SYMPHONY SERVICES ENGINEERING CORP.,
as Grantor

By: _____
Name: _____
Title: _____

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

SYMPHONY TELECA CORPORATION, as
Grantor

By: _____
Name: _____
Title: _____

SYMPHONY TELECA SERVICES, INC., as
Grantor

By: _____
Name: _____
Title: _____

SYMPHONY SERVICES ENGINEERING CORP.,
as Grantor

By: NARESH AGGALA
Name: NARESH AGGALA
Title: SENIOR VICE PRESIDENT

ROYAL BANK OF CANADA, as Collateral
Agent,

By:

Name:

Title:


Yvonne Brazier
Manager, Agency

Schedule A

PATENTS

Patents

Title	Country	Patent No. / Date	App. No. / Filed	Owner	Status
METHOD AND SYSTEM FOR CONVERSION OF AUTOMATION TEST SCRIPTS INTO ABSTRACT TEST CASE REPRESENTATION WITH PERSISTENCE	United States	7581212 20090825	10/756894 20040113	Symphony Service Corp.	Granted
METHOD AND SYSTEM FOR RULE-BASED GENERATION OF AUTOMATION TEST SCRIPTS FROM ABSTRACT TEST CASE REPRESENTATION	United States	7478365 20090113	10/757718 20040113	Symphony Service Corp.	Granted

Schedule B

TRADEMARKS

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
SYMPHONY TELECA	India	N/A	2461721 17-JAN-2013	Symphony Teleca Corporation	Pending
SYMPHONY TELECA	International Register	1141351 24-JUL-2012	N/A	Symphony Teleca Corporation	Registered
TELECA	International Register	1033069 05-FEB-2010	N/A	Symphony Teleca Corporation	Registered
TELECA	International Register	1037863 05-FEB-2010	N/A	Symphony Teleca Corporation	Registered
ENGINEERING OUTCOME CERTAINTY	United States	3818087 13-JUL-2010	77885619 03-DEC-2009	Symphony Service Corp.	Registered
MONIES	United States	1325497 19-MAR-1985	73436329 25-JUL-1983	Symphony Service Corp.	Registered
SYMPHONY SERVICES	United States	3180583 05-DEC-2006	78789746 11-JAN-2006	Symphony Service Corp.	Registered
SYMPHONY SERVICES	United States	3186584 19-DEC-2006	78789728 11-JAN-2006	Symphony Service Corp.	Registered
SYMPHONY TELECA	United States	N/A	85679571 17-JUL-2012	Symphony Teleca Corporation	Pending – ITU
TELECA	United States	3936790 29-MAR-2011	79080507 05-FEB-2010	Symphony Teleca Corporation	Registered
TELECA	United States	3960731 17-MAY-2011	79082285 05-FEB-2010	Symphony Teleca Corporation	Registered

Schedule C

COPYRIGHTS

Copyrights

None.