

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3306194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SENIOR FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SORENSEN COMMUNICATIONS, INC.	03/25/2015
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN, FLOOR 07
Internal Address:	CIB OPERATIONS, IL1-1625
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603-2300
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8824640
Application Number:	14253413
Application Number:	14540961
Application Number:	14543706
Application Number:	14539961
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<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>	
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Email:	ipdocket@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	045494-0088
NAME OF SUBMITTER:	ANNA T KWAN
SIGNATURE:	/atk/
DATE SIGNED:	04/10/2015
Total Attachments: 6	

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SENIOR FIRST LIEN PATENT SECURITY AGREEMENT

This **SENIOR FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of March 25, 2015 (as amended, supplemented or otherwise modified from time to time, this "**Patent Security Agreement**"), is made by each of the signatories hereto (collectively, the "**Grantors**") in favor of JPMorgan Chase Bank, N.A., as collateral agent for the holders of the Senior First Lien Obligations (in such capacity as collateral agent and together with its permitted successors and assigns, the "**Collateral Agent**").

WHEREAS, reference is made to that certain First Lien Credit and Guaranty Agreement, dated as of April 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among **SORENSON COMMUNICATIONS, INC.**, a Utah corporation (along with its permitted successors and assigns, the "**Borrower**"), **SCI HOLDINGS, INC.**, a Delaware corporation (along with its permitted successors and assigns, "**Holdings**"), and **CERTAIN RESTRICTED SUBSIDIARIES OF HOLDINGS**, as Guarantors, the Lenders party thereto from time to time, **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (together with its permitted successors in such capacity, "**Administrative Agent**") and Collateral Agent, and the other parties thereto;

WHEREAS, in order to secure the Obligations under the Credit Agreement, the Grantors have executed and delivered that certain Senior First Lien Pledge and Security Agreement, dated as of April 30, 2014, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "**Pledge and Security Agreement**");

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. (a) Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising by or with respect to such Grantor (the "**Patent Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (A) each patent and patent application referred to in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time), (B) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (C) all inventions and improvements described therein, (D) all rights to sue for past, present and future infringements thereof, (E) all licenses, claims, damages, and proceeds of suit arising therefrom, and (F) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include or the security interest granted hereunder attach to any Excluded Assets.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 5. Governing Law. This Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 6. Conflict Provision. This Patent Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

SECTION 7. Termination and Release. This Patent Security Agreement shall automatically terminate and the lien on and security interest in the Patent Collateral shall be automatically released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations) in accordance with Sections 8.4 and 9 of the Pledge and Security Agreement. Upon the termination of this Patent Security Agreement, the Collateral Agent shall, at each applicable Grantor’s expense, execute and deliver all documents, or otherwise authorize the filing of such documents to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein as such Grantors shall reasonably request, in each case in form and substance reasonably acceptable to the Collateral Agent.

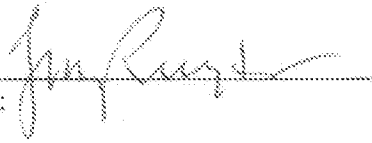
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IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

SORENSEN COMMUNICATIONS, INC.

By: 
Name: Reed E Steiner
Title: Vice President of Finance

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: _____
Title: _____

Tina Royter
Executive Director

Schedule 1

Grantor	U.S. Patent or U.S. Patent Application - Title	Application Number/ Filing Date	Registration Number / Issue Date	Status
Sorenson Communications, Inc.	METHODS, DEVICES AND SYSTEMS FOR CREATING OR SHARING A VISUAL INDICATOR PATTERN	13/795,105 3/12/2013	8,824,640 9/2/2014	Issued
Sorenson Communications, Inc.	SYSTEMS AND RELATED METHODS FOR CONTROLLING AUDIO COMMUNICATIONS BETWEEN A RELAY SERVICE AND AN AUDIO ENDPOINT	14/253,413 4/15/2014		Pending
Sorenson Communications, Inc.	METHODS AND APPARATUSES FOR VIDEO AND TEXT IN COMMUNICATION GREETINGS FOR THE AUDIBLY-IMPAIRED	14/540,961 11/13/2014		Pending
Sorenson Communications, Inc.	VIDEO ENDPOINTS AND RELATED METHODS FOR TRANSMITTING STORED TEXT TO OTHER VIDEO ENDPOINTS	14/543,706 11/17/2014		Pending
Sorenson Communications, Inc.	SYSTEMS, COMMUNICATION ENDPOINTS, AND RELATED METHODS FOR DISTRIBUTING IMAGES CORRESPONDING TO COMMUNICATION ENDPOINTS	14/539,961 11/12/2014		Pending