

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3559253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SEAMOBILE, INC	07/01/2015
MARITIME TELECOMMUNICATIONS NETWORK, INC.	07/01/2015
RECEIVING PARTY DATA	
Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY, 4TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 38	
Property Type	Number
Patent Number:	7945167
Patent Number:	8823517
Patent Number:	8514069
Patent Number:	8730103
Patent Number:	8824751
Patent Number:	8885756
Patent Number:	8891660
Patent Number:	8995558
Patent Number:	9042911
Application Number:	14335350
Application Number:	13962851
Application Number:	14262498
Application Number:	14263782
Application Number:	14300187
Application Number:	14248982
Application Number:	14152990
Application Number:	14449605
Application Number:	14328400
Application Number:	14170519

PATENT

Property Type	Number
Application Number:	14281824
Application Number:	14170523
Application Number:	14273429
Application Number:	14475352
Application Number:	14262440
Application Number:	14328563
Application Number:	14327456
Application Number:	13957335
Application Number:	13960771
Application Number:	14043819
Application Number:	14449747
Application Number:	14517409
Application Number:	14189168
Application Number:	14186388
Application Number:	14184292
Application Number:	14184451
Application Number:	14185876
Application Number:	13969614
Application Number:	14672079

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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: 21273583000

Email: sara.mooney@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: FOUR TIMES SQUARE

Address Line 2: KEN KUMAYAMA

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1507
NAME OF SUBMITTER:	KEN KUMAYAMA
SIGNATURE:	/Ken Kumayama/
DATE SIGNED:	10/07/2015

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Morgan Stanley Senior Funding, Inc., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of July 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); provided, that the Patent Collateral shall not include any Excluded Assets:

- (i) all Patents, including those listed on Schedule A hereto,
- (ii) renewals, extensions and continuations thereof,
- (iii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements or violations thereof, and
- (iv) rights to sue for past, present or future infringements or violations thereof, in each case whether such Patent is owned or licensed.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the

Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS PATENT SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement 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.


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

SEAMOBILE, INC.,
as Grantor

MARITIME TELECOMMUNICATIONS NETWORK,
INC.
as Grantor

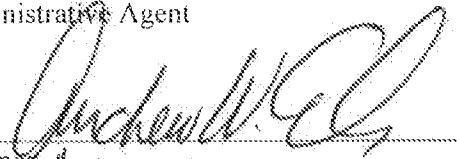
By:


Name: James Scola
Title: Assistant Secretary

[Signature Page to First Lien Patent Security Agreement]

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Administrative Agent

By:


Name: ANDREW EARLS
Title: AUTHORIZED SIGNATORY

SCHEDULE A
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

PATENT SOWNER	TITLE	PATENT NUMBER
Seamobile, Inc.	PREVENTING MOBILE COMMUNICATIONS IN A QUIET ZONE USING ARTIFICIALLY IMPOSED SIGNAL TIME DELAY	7945167
MTN Satellite Communications ¹	TRACKING PASSENGERS ON CRUISE SHIPS	8823517
Maritime Telecommunications Network, Inc.	TRACKING PASSENGERS ON CRUISE SHIPS	8514069
Maritime Telecommunications Network, Inc.	DUAL ANTENNA TRANSFER SWITCH SYSTEM, METHOD AND APPARATUS	8730103
MTN Satellite Communications ²	DIGITAL PHOTOGRAPH GROUP EDITING AND ACCESS	8824751
MTN Satellite Communications ³	MULTI-ANTENNA/MULTILINK DIVERSITY MANAGEMENT FOR MOBILE COMMUNICATION PLATFORM	8885756
MTN Satellite Communications ⁴	ONBOARD ACTIVITY INFLUENCED MULTI-ANTENNA PAIRING SYSTEM FOR MOBILE COMMUNICATION PLATFORM	8891660
Maritime Telecommunications Network, Inc.	ONBOARD ACTIVITY INFLUENCED MULTI-ANTENNA PAIRING SYSTEM FOR MOBILE COMMUNICATION PLATFORM	8995558
MTN Satellite Communications ⁵	DYNAMICALLY RECONFIGURED GEO-FENCE BOUNDARIES	9042911 (14/309,891)

Applications:

OWNER	TITLE	APPLICATION NUMBER
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¹ Maritime Telecommunications Network, Inc. d/b/a MTN Satellite Communications

² Maritime Telecommunications Network, Inc. d/b/a MTN Satellite Communications

³ Maritime Telecommunications Network, Inc. d/b/a MTN Satellite Communications

⁴ Maritime Telecommunications Network, Inc. d/b/a MTN Satellite Communications

⁵ Maritime Telecommunications Network, Inc. d/b/a MTN Satellite Communications

OWNER	TITLE	APPLICATION NUMBER
Maritime Telecommunications Network, Inc.	EVENT LOGGING AND REPLAY SYSTEM AND PROCESS FOR MOBILE COMMUNICATION PLATFORM	14/335,350
Maritime Telecommunications Network, Inc.	ROAMING CONTENT CACHE UPDATE AND REPORTING SYSTEM	13/962,851
Maritime Telecommunications Network, Inc.	CONTENT CACHE PLACEMENT BY PRE-PURCHASE FOR LIMITED DURATION EVENT	14/262,498
Maritime Telecommunications Network, Inc.	SYSTEM AND PROCESS FOR FORMING SOCIAL MEDIA GROUP DURING A LIMITED DURATION EVENT	14/263,782
Maritime Telecommunications Network, Inc.	MARITIME SAFETY SYSTEMS FOR CREW AND PASSENGERS	14/300,187
Maritime Telecommunications Network, Inc.	SYSTEM TO APPLY TIPPING CREDITS TO SERVICE PERSONNEL	14/248,982
MTN Satellite Communications ⁶	DATA BACKUP FROM ISOLATED LOCATIONS	14/152,990
Maritime Telecommunications Network, Inc.	DIGITAL PHOTOGRAPH GROUP EDITING AND ACCESS	14/449,605
Maritime Telecommunications Network, Inc.	MODIFICATION OF APPLICATION LOGIC ABOARD A MOVING VESSEL ACCORDING TO COMMUNICATION LATENCY	14/328,400
Maritime Telecommunications Network, Inc.	FACTORS MODIFICATION OF APPLICATION LOGIC ABOARD A MOVING VESSEL ACCORDING TO COMMUNICATION LATENCY FACTORS	14/170,519
Maritime Telecommunications Network, Inc.	SYSTEM TO ENABLE PRIORITY BANDWIDTH FOR PARTICULAR IP ADDRESSES DURING LIMITED DURATION EVENT	14/281,824
Maritime Telecommunications Network, Inc.	ASSOCIATION OF DIVERSE APPLICATION LOGIC ACROSS MULTIPLE DISTINCT DEVICES WITH PRIORITY BANDWIDTH CHANNEL	14/170,523
Maritime Telecommunications Network, Inc.	DUAL ANTENNA TRANSFER SWITCH SYSTEM, METHOD AND APPARATUS	14/273,429
Maritime Telecommunications Network, Inc.	INTINERARY-BASED PROMOTIONAL SYSTEMS AND METHODS	14/475,352
Maritime Telecommunications Network, Inc.	CONTENT CACHE PLACEMENT BY PRE-PURCHASE FOR LIMITED DURATION EVENT	14/262,440
Maritime Telecommunications Network, Inc.	OPTIONAL COMPRESSION OF SECURE NETWORK TRAFFIC	14/328,563
Maritime Telecommunications Network, Inc.	ASSOCIATION OF DIVERSE APPLICATION LOGIC ACROSS MULTIPLE DISTINCT	14/327,456

⁶ Maritime Telecommunications Network, Inc. d/b/a MTN Satellite Communications

OWNER	TITLE	APPLICATION NUMBER
	DEVICES WITH PRIORITY BANDWIDTH CHANNEL	
Maritime Telecommunications Network, Inc.	DYNAMICALLY RECONFIGURING SATELLITE POOLS OF BANDWIDTH BASED ON REAL-TIME AND PREDETERMINED FACTORS	13/957,335
Maritime Telecommunications Network, Inc.	WIFI COORDINATION OF SATELLITE CHANNELS BETWEEN MOVING VESSELS	13/960,771
Maritime Telecommunications Network, Inc.	LOCAL EVENT OVERLAYS TO GLOBAL SOCIAL MEDIA NETWORK	14/043,819
Maritime Telecommunications Network, Inc.	TRACKING PASSENGERS ON CRUISE SHIPS	14/449,747
Maritime Telecommunications Network, Inc.	PROMOTION PRICING FOR LOCAL SOCIAL MEDIA CONTEXT ABOARD A MOBILE COMMUNICATIONS PLATFORM	14/517,409
Maritime Telecommunications Network, Inc.	POST IT NOW CONTENT PROMOTION ABOARD A MOBILE COMMUNICATION PLATFORM	14/186,168
Maritime Telecommunications Network, Inc.	CROWD SOURCED CONTENT FOR LOCAL SOCIAL MEDIA CONTEXT ABOARD A MOBILE COMMUNICATIONS PLATFORM	14/186,388
Maritime Telecommunications Network, Inc.	CONFIGURING WAN BACKLINK BANDWIDTH FOR A MOBILE COMMUNICATION PLATFORM BASED ON REAL-TIME AND PREDETERMINED FACTORS	14/184,292
Maritime Telecommunications Network, Inc.	SYSTEM TO FORM AND MANAGE BONDED CHANNEL COMPRISING SATELLITE AND WIFI BANDWIDTH	14/184,451
Maritime Telecommunications Network, Inc.	ROAMING CONTENT CACHE FOR GROUPS OF MOVING VESSELS	14/185,876
Maritime Telecommunications Network, Inc.	REAL TIME DATA METER	13/969,614
Maritime Telecommunications Network, Inc.	ONBOARD ACTIVITY INFLUENCED MULTI-ANTENNA PAIRING SYSTEM FOR MOBILE COMMUNICATION PLATFORM	14/672,079
Maritime Telecommunications Network, Inc.	ONBOARD ACTIVITY INFLUENCED MULTI-ANTENNA PAIRING SYSTEM FOR MOBILE COMMUNICATION PLATFORM	14/510,320