

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4355187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SORENSEN IP HOLDINGS, LLC	03/31/2017
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	P.O. BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680-6026
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	29591846
Application Number:	29593705
Application Number:	15377808
Application Number:	15380589
Application Number:	15415066
Application Number:	15444917
Application Number:	15446767
Application Number:	15448185
Application Number:	15451169
Patent Number:	8379801
CORRESPONDENCE DATA	
Fax Number:	(212)872-1002
<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:	212-872-7455
Email:	ehely@akingump.com, kkoehler@akingump.com
Correspondent Name:	CHARLIE HELY
Address Line 1:	ONE BRYANT PARK
Address Line 4:	NEW YORK, NEW YORK 10036
NAME OF SUBMITTER:	KWAN KOEHLER

SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	04/05/2017
Total Attachments: 6 source=Sorenson - Sorenson IP Holdings, LLC Senior 1L Patent Security Agreement#page1.tif source=Sorenson - Sorenson IP Holdings, LLC Senior 1L Patent Security Agreement#page2.tif source=Sorenson - Sorenson IP Holdings, LLC Senior 1L Patent Security Agreement#page3.tif source=Sorenson - Sorenson IP Holdings, LLC Senior 1L Patent Security Agreement#page4.tif source=Sorenson - Sorenson IP Holdings, LLC Senior 1L Patent Security Agreement#page5.tif source=Sorenson - Sorenson IP Holdings, LLC Senior 1L Patent Security Agreement#page6.tif	

SENIOR FIRST LIEN PATENT SECURITY AGREEMENT

This **SENIOR FIRST LIEN PATENT SECURITY AGREEMENT**, dated as of March 31, 2017 (as amended, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) 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 **SORENSEN COMMUNICATIONS, LLC**, a Utah limited liability company (along with its permitted successors and assigns, the “**Borrower**”), **SCI HOLDINGS, LLC**, a Delaware limited liability company (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 Secured Obligations under the Credit Agreement, the Grantor shall have executed and delivered a pledge supplement to 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**”); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has 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 Grantor agrees 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) 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 Grantor’s right, title and interest in, to and under the following owned by Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (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 Grantor’s Secured 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 United States 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. 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 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 Grantor shall reasonably request, in each case in form and substance reasonably acceptable to the Collateral Agent.

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

SORENSEN IP HOLDINGS, LLC, as
Grantor

By: Reed E Steiner Name: Reed E Steiner
Title: CFO

[Signature Page – Senior First Lien Patent Security Agreement]

PATENT
REEL: 041866 FRAME: 0427

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

By: 
Name: Tina Ruyter
Title: Executive Director

[Signature Page – Senior First Lien Patent Security Agreement]

PATENT
REEL: 041866 FRAME: 0428

Schedule 1

SORENSEN IP HOLDINGS, LLC PATENT APPLICATIONS:

Name of Patent	Serial No.	Filing Date	Inventor(s)	Current Status
MAIN PROCESSING UNIT OF A VIDEO COMMUNICATION SET	29/591,846	1/24/2017	Conrad A. Maxwell Eric V. Winsor Mark D. Nelson Merle L. Walker III Brent C. Giles Elie M. Monge Sean P. Murphy Shannon C. Fong Alice Viola Pintus Thomas M. Dair	Pending
A HANDSET AND CRADLE UNIT FOR A VIDEO PHONE SET	29/593,705	2/10/2017	Conrad A. Maxwell Eric V. Winsor Mark D. Nelson Merle L. Walker III Brent C. Giles Elie M. Monge Sean P. Murphy Shannon C. Fong Alice V. Pintus Thomas M. Dair	Pending
AUTOMATICALLY ESTABLISHING A COMMUNICATION SESSION ASSOCIATED WITH AN EVENT	15/377,808	12/13/2016	Shane A. Roylance, Brian Chevrier, Josh Allison	Pending
TRANSCRIBING MEDIA FILES	15/380,589	12/15/2016	Shane A. Roylance, Kenneth Boehme	Pending
SELECTING AUDIO PROFILES	15/415,066	1/25/2017	Josh Allison	Pending
INTEGRATION OF AUDIOGRAM DATA INTO A DEVICE	15/444,917	2/28/2017	Shane A. Roylance, James Rollins, Hansen Phangia, Thomas R. Stringham	Pending
AUTOMATICALLY DELAYING PLAYBACK OF A VOICE MESSAGE AT A CAPTIONING DEVICE	15/446,767	3/1/2017	Brian Chevrier, Michael S. Stimpson, Jennifer Mitchell	Pending
VOICE-OVER-INTERNET PROTOCOL CREDENTIALS	15/448,185	3/2/2017	Shane A. Roylance, Ryan Jones, Michael Sorokine, David Kam, Merle L. Walker III	Pending

MANAGING COMMUNICATION SESSIONS WITH RESPECT TO MULTIPLE TRANSPORT MEDIA	15/451,169	3/6/2017	Michael S. Stimpson	Pending
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SORENSEN IP HOLDINGS, LLC PATENTS:

Patent No.	Title	Filing Date	Issue Date
8,379,801	Methods and Systems Related to Text Caption Error Correction	11/24/2009	2/19/2013