

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4302533

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN PATENT RIGHTS	
CONVEYING PARTY DATA		
	Name	Execution Date
	PINSIGHT MEDIA+, INC.	02/03/2017
RECEIVING PARTY DATA		
Name:	DEUTSCHE BANK TRUST COMPANY AMERICAS	
Street Address:	60 WALL STREET	
Internal Address:	16TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10005	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Patent Number:	7424708
	Patent Number:	7613792
	Patent Number:	7743344
	Patent Number:	7761871
CORRESPONDENCE DATA		
Fax Number:	(212)455-2502	
<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) 455-3605	
Email:	ksolomon@stblaw.com	
Correspondent Name:	GENEVIEVE DORMENT, ESQ.	
Address Line 1:	SIMPSON THACHER & BARTLETT LLP	
Address Line 2:	425 LEXINGTON AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10017	
ATTORNEY DOCKET NUMBER:	509265/1490	
NAME OF SUBMITTER:	GENEVIEVE DORMENT	
SIGNATURE:	/gd/	
DATE SIGNED:	03/03/2017	
Total Attachments: 5		

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GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of February 3, 2017 is made by PINSIGHT MEDIA+, INC., a Delaware corporation (the "Grantor"), located at 6200 Sprint Parkway, Overland Park, KS 66251, in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Trustee (in such capacity, the "Collateral Trustee") under the Collateral Trust Agreement, dated as of February 3, 2017 (the "Collateral Trust Agreement"), among, inter alia, Grantor, Sprint Communications, Inc., the Collateral Trustee and various Holder Representatives.

W I T N E S S E T H:

WHEREAS, pursuant to various Secured Instruments certain Secured Parties have made extensions of credit and other accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Collateral Trust Agreement, the Grantor has executed and delivered a Security Agreement, dated as of February 3, 2017, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has (x) pledged and granted to the Collateral Trustee, for the benefit of the First Priority Secured Parties, a continuing security interest in all Intellectual Property, including its Patents and (y) pledged and granted to the Collateral Trustee, for the benefit of the Junior Priority Secured Parties, a continuing security interest in all Intellectual Property, including its Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Secured Parties to enter into their respective Secured Instruments and to induce the Secured Parties to make their respective extensions of credit or other accommodations to the Grantor thereunder, the Grantor hereby agrees with the Collateral Trustee, for the applicable ratable benefit of the First Priority Secured Parties and Junior Priority Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Trust Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest to First Priority Secured Parties. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Patents, including the Patents listed on Schedule A hereto (the "Collateral"), to the Collateral Trustee for the benefit of the First Priority Secured Parties to secure payment, performance and observance of the First Priority Secured Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Assets.

SECTION 3. Grant of Security Interest to Junior Priority Secured Parties. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and

interest in, to and under the Collateral to the Collateral Trustee for the benefit of the Junior Priority Secured Parties to secure payment, performance and observance of the Junior Priority Secured Obligations.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Trustee for the benefit of the First Priority Secured Parties and Junior Priority Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Trustee and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee and the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Collateral Trust Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PINSIGHT MEDIA+, INC.,
as Grantor

By:



Name: Janet M. Duncan

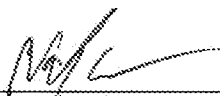
Title: Vice President and Treasurer

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
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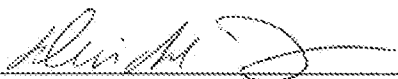
DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Trustee

By:



Name: Randy Kahn
Title: Vice President

By:



Name: Deirdre Lewis
Title: Vice President

Schedule A

U.S. Patent Registrations and Applications

Owner	Title	Application Number	Patent Number	Filed/Issued Date
Pinsight Media+, Inc. (f/k/a Handmark, Inc.)	METHOD AND DEVICE FOR PROVIDING/RECEIVING MEDIA CONTENT OVER A DIGITAL NETWORK	10/363,324	7,424,708	09/09/08
Pinsight Media+, Inc. (f/k/a Handmark, Inc.)	METHOD FOR DYNAMIC CACHING	10/363,550	7,613,792	11/03/09
Pinsight Media+, Inc. (f/k/a Handmark, Inc.)	METHOD FOR OPTIMIZING UTILIZATION OF CLIENT CAPACITY	10/478,366	7,743,344	06/22/10
Pinsight Media+, Inc. (f/k/a Handmark, Inc.)	DATA ACCESS ARCHITECTURE	10/598,629	7,761,871	07/20/10