504487366 08/03/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4534068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
UNISYS CORPORATION	05/04/2017

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, AS AGENT	
Street Address:	ONE SOUTH BROAD ST., 3RD FLR	
Internal Address:	MAC: Y1375-031	
City:	PHILADELPHIA	
State/Country:	PENNSYLVANIA	
Postal Code:	19107	

PROPERTY NUMBERS Total: 11

67 55 44
44
TT
81
76
87
77
07
60
617
167

CORRESPONDENCE DATA

Fax Number: (213)996-3305

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: 2136836305

Email: williamwolff@paulhastings.com

Correspondent Name: WILLIAM WOLFF C/O PAUL HASTINGS LLP

Address Line 1: 515 SOUTH FLOWER STREET

Address Line 2: 25TH FLOOR

PATENT REEL: 043186 FRAME: 0924

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Address Line 4: LOS	ANGELES, CALIFORNIA 90071	
ATTORNEY DOCKET NUMBER:	93941.00011	
NAME OF SUBMITTER:	WILLIAM WOLFF	
SIGNATURE:	/William Wolff/	
DATE SIGNED:	08/03/2017	
Total Attachments: 5		
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PATENT REEL: 043186 FRAME: 0925

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 4, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank ("Wells Fargo"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Wells Fargo, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of June 23, 2011 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

- Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):
- (a) all of its Patents and all material IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

UNISYS CORPORATION

as Grantor

By:

Name Scott A Battersby

Title: Vice President and Treasurer

ACCEPTED AND AGREED as of the date first above written:

WELLS FARGO BANK
as, Agent

Section 8

Bv.

Name: X

Title:

1600000

[Signature Page to Patent Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

State of Pennsylvania ss. County of Montgomery

On this 4th day of May, 2017 before me personally appeared Scott A Battersby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Unisys Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Janet A. Braverman, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires March 16, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Acknowledgement of Grantor for Patent Security Agreement]

SCHEDULE I TO PATENT SECURITY AGREEMENT

U.S. PATENTS

Patent No.	Docket No.	Title
9542167 1-10-2017	RA5995	POST-EXECUTION INSTRUCTION TRACING OF VIRTUALIZED INSTRUCTIONS
9571455 2-14-2017	TN612	REMOTE CREDENTIAL MANAGEMENT FOR HYBRID CLOUDS WITH ENTERPRISE NETWORKS
9576144 2-21-2017	RA6060A	SECURED FILE SYSTEM MANAGEMENT
9582381 2-28-2017	RA6053	MULTI-THREADED SERVER CONTROL AUTOMATION FOR DISASTER RECOVERY
9582676 2-28-2017	VA036	ADDING OR REPLACING DISKS WITH RE-KEY PROCESSING
9588787 3-7-2017	IN014	RUNTIME VIRTUAL PROCESS CREATION FOR LOAD SHARING
9596077 3-14-2017	TN597	Stealth over IPSec
9594707 3-14-2017	RA6064	IMPROVED DATA INPUT/OUTPUT (I/O) HANDLING FOR COMPUTER NETWORK COMMUNICATIONS LINKS
9608960 3-28-2017	TN631C	SYSTEMS AND METHODS OF GEO-LOCATION BASED COMMUNITY OF INTEREST

U.S. PATENT APPLICATIONS

Application No.	Docket No.	Title
15412617 1-23-2017	NZ019C	SYSTEMS AND METHODS FOR QR CODE VALIDATION
15427167 2-8-2017	TN624	Secure Network Communications in a Mobile Device Over IPSec

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PATENT REEL: 043186 FRAME: 0930