PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4638154

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
UNISYS CORPORATION	04/17/2017

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK NA
Street Address:	150 EAST 42ND STREET, 40TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	9571455
Patent Number:	9576144
Patent Number:	9582381
Patent Number:	9582676
Patent Number:	9588787
Patent Number:	9596077
Patent Number:	9594707
Patent Number:	9608960
Patent Number:	9612804
Patent Number:	9612907
Patent Number:	9633498
Patent Number:	9652606
Patent Number:	9659313
Patent Number:	9667573
Patent Number:	9672058
Patent Number:	9686220
Patent Number:	D790565
Application Number:	15427167
Application Number:	15494852
Application Number:	15494869

PATENT REEL: 043852 FRAME: 0145

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Property Type	Number
Application Number:	15494896
Application Number:	15494907
Application Number:	29602973
Application Number:	62504712
Application Number:	15601421
Application Number:	15610946
Application Number:	15613612
Application Number:	15613624
Application Number:	29607234
Application Number:	15619970

CORRESPONDENCE DATA

Fax Number: (215)986-3090

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.

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Correspondent Name: UNISYS CORPORATION LAW DEPARTMENT

Address Line 1: 801 LAKEVIEW DRIVE, SUITE 100

Address Line 2: MAILSTOP: 2NW

Address Line 4: BLUE BELL, PENNSYLVANIA 19422

ATTORNEY DOCKET NUMBER:	UIS-PATENT SECURITY1
NAME OF SUBMITTER:	ROBERT P. MARLEY
SIGNATURE:	/Robert P. Marley/
DATE SIGNED:	10/12/2017

Total Attachments: 6

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PATENT SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO WELLS FARGO NATIONAL BANK, ASSOCIATION, AS COLLATERAL TRUSTEE, PURSUANT TO THIS SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL-NOTES INTERCREDITOR AGREEMENT, DATED AS APRIL 17, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "ABL-NOTES INTERCREDITOR AGREEMENT"), AMONG UNISYS CORPORATION, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ABL AGENT, AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ABL-NOTES INTERCREDITOR AGREEMENT AND THIS SECURITY AGREEMENT, THE TERMS OF THE ABL-NOTES INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS PATENT SECURITY AGREEMENT, dated as of September 8, 2017, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>") in favor of Wells Fargo Bank, National Association, as collateral trustee (in such capacity, together with its successors and permitted assigns, "<u>Collateral Trustee</u>") for the Secured Parties.

WITNESSETH:

WHEREAS, the Company and each of the Guarantors party thereto have entered into that certain Indenture dated as of April 17, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "First Lien Indenture") with Wells Fargo Bank, National Association, as trustee (in such capacity and together with its successors in such capacity, the "First Lien Trustee"), pursuant to which the Company has issued 10.750% Senior Secured Notes due 2022 (together with any additional notes issued under the First Lien Indenture, the "First Lien Notes");

WHEREAS, in connection with the First Lien Indenture, the Company, the First Lien Trustee and the Collateral Trustee have entered into that certain Collateral Trust Agreement, dated as of April 17, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, (the "Collateral Trust Agreement"), pursuant to which the Secured Parties appointed the Collateral Trustee to act as collateral trustee on behalf of the Secured Parties pursuant to this Agreement; and

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Trustee (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to execute and deliver this Patent Security Agreement;

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PATENT REEL: 043852 FRAME: 0147 NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Collateral Trustee, for the ratable benefit of the Secured Parties, as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. 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 Priority Lien Obligations of such Grantor, hereby grants to the Collateral Trustee 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 "<u>Patent Collateral</u>"):
- (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 Schedule 1 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. <u>Security Agreement</u>. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Trustee 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.
- Section 4. <u>Grantor Remains Liable</u> 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. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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.

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

Ву:

Name: Shalabh Gupta

Title: Vice President and Treasurer

ACCEPTED AND AGREED as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION as Collateral Trustee

By:

Name:

Title:

Raymond Delli Colli Vice President

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

PATENTS

Title	Patent No.	Issue Date
REMOTE CREDENTIAL MANAGEMENT FOR HYBRID CLOUDS WITH ENTERPRISE NETWORKS	9571455	2-14-2017
SECURED FILE SYSTEM MANAGEMENT	9576144	2-21-2017
MULTI-THREADED SERVER CONTROL AUTOMATION FOR DISASTER RECOVERY	9582381	2-28-2017
ADDING OR REPLACING DISKS WITH RE-KEY PROCESSING	9582676	2-28-2017
RUNTIME VIRTUAL PROCESS CREATION FOR LOAD SHARING	9588787	3-7-2017
Stealth over IPSec	9596077	3-14-2017
IMPROVED DATA INPUT/OUTPUT (I/O) HANDLING FOR COMPUTER NETWORK COMMUNICATIONS LINKS	9594707	3-14-2017
SYSTEMS AND METHODS OF GEO-LOCATION BASED COMMUNITY OF INTEREST	9608960	3-28-2017
BUSINESS SUITE FRAMEWORK FOR DEVELOPING SOFTWARE APPLICATIONS	9612804	4-4-2017
Energy Aware Scheduling of Real-Time and Non Real-Time Tasks on Cloud Processors	9612907	4-4-2017
SYSTEMS AND METHODS FOR AN AUTOMATED ENTRY SYSTEM	9633498	4-25-2017
CLOUD-BASED ACTIVE PASSWORD MANAGER	9652606	5-16-2017
SYSTEM AND METHOD FOR MANAGING INTERACTIVE FEATURES ASSOCIATED WITH MULTIMEDIA CONTENT	9659313	5-23-2017
IDENTIFICATION OF AUTOMATION CANDIDATES USING AUTOMATION DEGREE OF IMPLEMENTATION METRICS	9667573	5-30-2017
REDUCED SERVICE PARTITION VIRTUALIZATION SYSTEM AND METHOD	9672058	6-6-2017

PATENT REEL: 043852 FRAME: 0150

Title	Patent No.	Issue Date
DEBUG AND VERIFY EXECUTION MODES FOR COMPUTING SYSTEMS CALCULATING AUTOMATION DEGREE OF IMPLEMENTATION METRICS	9686220	6-20-2017
ICONS AND GRAPHICAL USER INTERFACE FOR A DISPLAY SCREEN	D790565	6-27-2017

Patent Applications

Title	Application No.	File Date
Secure Network Communications in a Mobile Device Over IPSec	15427167	2-8-2017
Enterprise Security Management Tool	15494852	4-24-2017
Multi-Level Affinitization for Enterprise Security Management	15494869	4-24-2017
User Interface Features for Enterprise Security Management	15494896	4-24-2017
Solution Definition for Enterprise Security Management	15494907	4-24-2017
ELECTRONIC DISPLAY OF COMPUTING DEVICE WITH A GRAPHICAL USER INTERFACE	29602973	5-5-2017
SECURED NETWORK BRIDGE	62504712	5-11-2017
SYSTEM AND METHOD FOR MANAGING INTERACTIVE FEATURES ASSOCIATED WITH MULTIMEDIA CONTENT	15601421	5-22-2017
METHOD AND SYSTEM FOR DARK MATTER SCANNING	15610946	6-1-2017
SYSTEM AND METHOD FOR PROVIDING SECURE AND REDUNDANT COMMUNICATIONS AND PROCESSING FOR A COLLECTION OF INTERNET OF THINGS (IOT) DEVICES	15613612	6-5-2017
System and Method for Providing Secure and Redundant Communications and Processing for a Collection of Internet of Things (IoT) Devices	15613624	6-5-2017
DISPLAY OF A FABRIC COMPUTING SYSTEM PARTITION CONFIGURATION ON A GRAPHICAL USER INTERFACE	29607234	6-12-2017

Title	Application No.	File Date
FLEXIBLE COMMISSIONING OF INPUT/OUTPUT PORTS OF A	15619970	6-12-2017
PARTITION-BASED COMPUTING SYSTEM		

Patent Licenses Where a Grantor is an Exclusive Licensee:

None

Schedule 1-3

REEL: 043852 FRAME: 0152