

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4933907

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	IPC SYSTEMS, INC.	04/26/2018
RECEIVING PARTY DATA		
Name:	MIDCAP FINANCIAL TRUST, AS COLLATERAL AGENT	
Street Address:	7255 WOODMONT AVENUE	
Internal Address:	SUITE 200	
City:	BETHESDA	
State/Country:	MARYLAND	
Postal Code:	20814	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	8805714	
Patent Number:	8767942	
Patent Number:	8599834	
Patent Number:	8594278	
Patent Number:	8570853	
Patent Number:	8451222	
Patent Number:	8363572	
Patent Number:	8290138	
Patent Number:	8189566	
Patent Number:	7904056	
Patent Number:	6212177	
Application Number:	13289798	
Application Number:	13353982	
Application Number:	12953778	
Application Number:	15139661	
Application Number:	15139736	
Application Number:	15718383	
Patent Number:	8832304	

CORRESPONDENCE DATA**Fax Number:** (312)993-9767

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: 312/876-7628**Email:** linda.kastner@lw.com**Correspondent Name:** LINDA R. KASTNER, C/O LATHAM & WATKINS**Address Line 1:** 330 N. WABASH AVENUE**Address Line 2:** SUITE 2800**Address Line 4:** CHICAGO, ILLINOIS 60611

NAME OF SUBMITTER:	LINDA KASTNER
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SIGNATURE:	/lk/
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DATE SIGNED:	04/26/2018
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Total Attachments: 5

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FIRST LIEN PATENT SECURITY AGREEMENT dated as of April 26, 2018 (this “Agreement”), among IPC SYSTEMS, INC. (the “Grantor”) and MIDCAP FINANCIAL TRUST, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of April 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among IVY ACQUISITION HOLDINGS INC., a Delaware corporation (“Initial Holdings”), IPC CORP., a Delaware corporation (the “Borrower”), the Lenders party thereto and Midcap Financial Trust, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of April 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Patents registrations and patent applications listed on Schedule I attached hereto (the “Patent Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

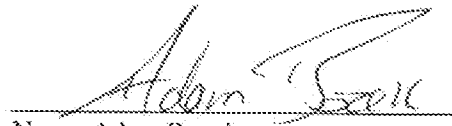
SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IPC SYSTEMS, INC.

By:

A handwritten signature in black ink, appearing to read "Adam Bozek", written over a horizontal line.

Name: Adam Bozek

Title: Vice President and Secretary

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 046022 FRAME: 0284

MIDCAP FINANCIAL TRUST, as Collateral
Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I

PATENTS

Patent Registrations

Title	Reg. No.	Current Owner
Protocol agnostic notification system	8832304	IPC Systems, Inc.
User interface displaying communication information	8805714	IPC Systems, Inc.
Muting audio in turret switching systems	8767942	IPC Systems, Inc.
Systems, methods, and computer program products for providing a manual ring-down communication line using session initiation protocol	8599834	IPC Systems, Inc.
Test system for voice communications systems	8594278	IPC Systems, Inc.
Systems, methods, apparatus and computer program products for networking trading turret systems using SIP	8570853	IPC Systems, Inc.
Converged desktop between a PC and a trading turret	8451222	IPC Systems, Inc.
Session initiation protocol extensions for call control and resource status monitoring in turrets and turret switching systems	8363572	IPC Systems, Inc.
Systems, methods, apparatus and computer program products for sharing resources between turret systems and PBXS using SIP	8290138	IPC Systems, Inc.
Software based trading turret	8189566	IPC Systems, Inc.
System, method and apparatus for recording and reproducing trading communications	7904056	IPC Systems, Inc.
Remotely accessible key telephone system	6212177	IPC Systems, Inc.
User interface displaying filtered information	13/289798	IPC Systems, Inc.

Title	Reg. No.	Current Owner
Sentiment analysis	13/353982	IPC Systems, Inc.

Patent Applications

Title	App. No.	Current Owner
Communication services and application launch tool	12/953778	IPC Systems, Inc.
Systems, methods and computer program products for controlling the audio levels of multiple simultaneous communication channels	15/139,661	IPC Systems, Inc.
Systems, methods and computer program products for performing call swap	15/139,736	IPC Systems, Inc.
User interface displaying filtered information	15/718,383	IPC Systems, Inc.