# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5055042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENTAL SECURITY AGREEMENT
SEQUENCE:	3

## **CONVEYING PARTY DATA**

Name	Execution Date
CHARTER COMMUNICATIONS OPERATING, LLC	07/03/2018

## **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	ONE BRYANT PARK
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036

## **PROPERTY NUMBERS Total: 17**

Property Type	Number
Patent Number:	9456240
Patent Number:	9674566
Patent Number:	9749302
Patent Number:	9955233
Patent Number:	9923279
Patent Number:	9639714
Application Number:	14942814
Application Number:	15183161
Application Number:	15239238
Application Number:	15250098
Application Number:	15347665
Application Number:	15396599
Application Number:	15426017
Application Number:	15488170
Application Number:	15204460
Application Number:	15222198
Application Number:	15427610

## **CORRESPONDENCE DATA**

PATENT REEL: 046570 FRAME: 0416

505008294

**Fax Number:** (202)408-3141

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:** 2024083141

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 VERMONT AVENUE, NW Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: 304332-15

NAME OF SUBMITTER: JEAN PATERSON

SIGNATURE: /jep/

**DATE SIGNED:** 07/18/2018

**Total Attachments: 5** 

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PATENT REEL: 046570 FRAME: 0417

## **Supplemental Patent Security Agreement**

**Supplemental Patent Security Agreement**, dated as of July 3, 2018, by CHARTER COMMUNICATIONS OPERATING, LLC (the "<u>Grantor</u>"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "<u>Administrative Agent</u>").

#### WITNESSETH:

WHEREAS, the Grantor is party to the Amended and Restated Guarantee and Collateral Agreement, dated as of May 18, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Supplemental Patent Security Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, that certain Patent Security Agreement, dated as of May 18, 2016, was recorded with the U.S. Patent and Trademark Office on May 18, 2016 at Reel/Frame 038747/0507; and

Now, Therefore, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor (subject to the last paragraph of <u>Section 3</u> of the Guarantee and Collateral Agreement, collectively, the "<u>Patent Collateral</u>"):

- (a) Patents of the Grantor, including those listed on <u>Schedule I</u> attached hereto; and
  - (b) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Supplemental Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Patent Security Agreement is deemed to conflict with the

PATENT REEL: 046570 FRAME: 0418 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Supplemental Patent Security Agreement.

SECTION 5. <u>Counterparts</u>. This Supplemental Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Supplemental Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

PATENT REEL: 046570 FRAME: 0419 IN WITNESS WHEREOF, the Grantor has caused this Supplemental Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CHARTER COMMUNICATIONS OPERATING, LLC, as Grantor

By:

Name: Karny Carrington
Title: SVP, Corporate Sorvices

Accepted and Agreed:

BANK OF AMERICA, N.A., as Administrative Agent

Name: Don B. Pinzon

Title: Vice President

# **SCHEDULE I**

## <u>to</u>

# SUPPLEMENTAL PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

## **Patent Registrations:**

	Owner	Patent Title	Appl. No. Filing Date	Patent No. Issue Date
1.	Charter Communications	System And Method Bridging Cloud Based User	15012261	9456240
	Operating, LLC	Interfaces	02/01/2016	09/27/2016
2.	Charter Communications	Unique Grouping Of Communication Sources	14634040	9674566
	Operating, LLC		02/27/2015	06/06/2017
3.	Charter Communications	Secure Collection Of Sensitive Data	15288307	9749302
	Operating, LLC		10/07/2016	08/29/2017
4.	Charter Communications	Methods And Apparatus For Providing Cloud Services To	15594596	9955233
	Operating, LLC	Customer Premise Devices	05/13/2017	04/24/2018
5.	Charter Communications	Antenna System with Small Multi-Band Antennas	13585652	9923279
	Operating, LLC		08/14/2012	03/20/2018
6.	Charter Communications	Secure Transmission of Sensitive Data	15288297	9639714
	Operating, LLC		10/07/2016	05/02/2017

## **Patent Applications:**

	Owner	Patent Title	Appl. No. Filing Date
1.	Charter Communications	Clientless Method For Context Driven Wireless	14942814
	Operating, LLC	Interactions	11/16/2015
2.	Charter Communications	Routing IPV6 Packets Between Autonomous Systems	15183161
	Operating, LLC		06/15/2016
3.	Charter Communications	System And Method Of Remotely Determining QoE	15239238
	Operating, LLC and Nuovo		08/17/2016
	Solutions LLC		
4.	Charter Communications	System And Method Of Cloud-Based Manifest Processing	15250098
	Operating, LLC		08/29/2016
5.	Charter Communications	Apparatus And Methods For Selective Secondary Content	15347665
	Operating, LLC	Insertion In A Digital Network	11/09/2016
6.	Charter Communications	Last Played Bar With Video-On-Demand (VOD) And	15396599
	Operating, LLC	Digital Video Recorder (DVR) Options	12/31/2016
7.	Charter Communications	System And Method Of Analyzing Cmts Data Streams	15426017
	Operating, LLC		02/06/2017
8.	Charter Communications	System And Method For Authenticating Local Cpe	15488170
	Operating, LLC		04/14/2017
9.	Charter Communications	System and Method of Monitoring DNS Services	15204460
	Operating, LLC		07/07/2016
10.	Charter Communications	Automatic provisioning of customer premises equipment	15222198
	Operating, LLC		07/28/2016
11.	Charter Communications	Apparatus and method for increasing upstream capacity in	15427610
	Operating, LLC	a broadband communications system	02/08/2017

PATENT REEL: 046570 FRAME: 0422

**RECORDED: 07/18/2018**