

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5418594

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
UNISYS CORPORATION	03/05/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO NATIONAL ASSOCIATION
<b>Street Address:</b>	150 EAST 42ND STREET
<b>Internal Address:</b>	40TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16223226
<b>Patent Number:</b>	10146832
<b>Patent Number:</b>	10153992
<b>Patent Number:</b>	10110683
<b>Patent Number:</b>	10108479
<b>Patent Number:</b>	10146695
<b>Patent Number:</b>	10158674
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)986-3090
<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>	
<b>Phone:</b>	2152741300
<b>Email:</b>	tracey.cohen@unisys.com
<b>Correspondent Name:</b>	UNISYS CORPORATION LAW DEPARTMENT
<b>Address Line 1:</b>	801 LAKEVIEW DRIVE, SUITE 100
<b>Address Line 2:</b>	MAILSTOP: 2NW
<b>Address Line 4:</b>	BLUE BELL, PENNSYLVANIA 19422
<b>ATTORNEY DOCKET NUMBER:</b>	4Q2018-SECURITYAGREEMENT
<b>NAME OF SUBMITTER:</b>	JEFFREY T. O'DONNELL
<b>SIGNATURE:</b>	/Jeffrey T. O'Donnell/

PATENT

<b>DATE SIGNED:</b>	03/13/2019
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**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 BANK, NATIONAL 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 October 5, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG UNISYS CORPORATION, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE 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 INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS PATENT SECURITY AGREEMENT, dated as of March 5, 2019, 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, National Association, as collateral trustee (in such capacity, together with its successors and permitted assigns, "Collateral Trustee") 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 dated as of April 17, 2017 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;

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. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 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 "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 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. Security Agreement. 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. 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.

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: Shalabh Gupta  
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: Raymond Delli Colli  
Name: Raymond Delli Colli  
Title: Vice President

SCHEDULE 1  
TO  
PATENT SECURITY AGREEMENT

Registered Patents:

Docket Number	Country	Title	Status	Issue Date	Expiration Date	Patent Number
IN106	US	PREFETCHING FOR COMPUTING AIRLINE ROUTES	Granted	04-Dec-2018	07-Dec-2036	10146832
RA6078	US	IDENTIFICATION OF PROGRESS TOWARDS COMPLETE MESSAGE SYSTEM INTEGRATION USING AUTOMATION DEGREE OF IMPLEMENTATION METRICS	Granted	11-Dec-2018	13-Jun-2035	10153992
RA6087	US	SYSTEMS AND METHODS FOR MAINTAINING OWNERSHIP OF AND AVOIDING ORPHANING OF COMMUNICATION SESSIONS	Granted	23-Oct-2018	26-May-2036	10110683
RA6093A	US	DEVICE EXPECTED STATE MONITORING AND REMEDIATION	Granted	23-Oct-2018	07-Oct-2035	10108479
RA6111	US	SYSTEM AND METHOD FOR IMPLEMENTING AN EFFICIENT LARGE SYSTEM PAGE INVALIDATION	Granted	04-Dec-2018	10-Nov-2036	10146695
TN652	US	Multi-Level Affinitization for Enterprise Security Management	Granted	18-Dec-2018	05-Aug-2037	10158674

**Patent Applications:**

<b>Docket No.</b>	<b>Country</b>	<b>Title</b>	<b>Status</b>	<b>Application No.</b>	<b>Filing Date</b>
IN139	US	METHOD AND SYSTEM FOR OWNERSHIP AND CLASSIFICATION OF DIGITAL CURRENCY	Filed	16223226	18-Dec-2018

**Patent Licenses Where a Grantor is an Exclusive Licensee:**

None

Schedule 1-3