

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5597466

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ACOUSTIC, L.P.		06/28/2019
RECEIVING PARTY DATA		
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.	
Street Address:	2001 ROSS AVE., SUITE 2800	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75201	
PROPERTY NUMBERS Total: 97		
Property Type	Number	
Patent Number:	10019336	
Patent Number:	9588760	
Patent Number:	10097657	
Patent Number:	10102306	
Patent Number:	10025762	
Patent Number:	7650344	
Patent Number:	9128999	
Patent Number:	10110687	
Patent Number:	8396834	
Patent Number:	7636677	
Patent Number:	9256686	
Patent Number:	8768943	
Patent Number:	7657470	
Patent Number:	7062447	
Patent Number:	7302410	
Patent Number:	7672866	
Patent Number:	7092918	
Patent Number:	7092896	
Patent Number:	6553352	
Patent Number:	7240019	

PATENT

Property Type	Number
Patent Number:	7660734
Patent Number:	7617119
Patent Number:	7249031
Patent Number:	7249032
Patent Number:	7249033
Patent Number:	6851604
Patent Number:	8738428
Patent Number:	8639558
Patent Number:	8010404
Patent Number:	8209216
Patent Number:	9165270
Patent Number:	10204349
Patent Number:	9785953
Patent Number:	9773250
Patent Number:	8127000
Patent Number:	8335848
Patent Number:	8868533
Patent Number:	9495340
Patent Number:	9842093
Patent Number:	8949406
Patent Number:	8583772
Patent Number:	8898275
Patent Number:	9207955
Patent Number:	9787803
Patent Number:	8533532
Patent Number:	8042055
Patent Number:	8990714
Patent Number:	8930818
Patent Number:	8914736
Patent Number:	9934320
Patent Number:	9635094
Patent Number:	10003671
Patent Number:	9105035
Patent Number:	9536108
Patent Number:	9535720
Patent Number:	8447332
Patent Number:	9736040
Patent Number:	9742642

Property Type	Number
Patent Number:	6449635
Patent Number:	6965926
Patent Number:	7853655
Patent Number:	8732250
Patent Number:	9892273
Patent Number:	8838709
Patent Number:	9548953
Patent Number:	8720592
Patent Number:	9684445
Patent Number:	9785951
Patent Number:	9858579
Application Number:	15659987
Application Number:	16002612
Application Number:	12615476
Application Number:	61097174
Application Number:	12272669
Application Number:	12626666
Application Number:	60806443
Application Number:	61332498
Application Number:	60969537
Application Number:	61165084
Application Number:	61445528
Application Number:	15907651
Application Number:	61545105
Application Number:	61714020
Application Number:	15459092
Application Number:	15040178
Application Number:	61727915
Application Number:	13828476
Application Number:	61725823
Application Number:	15352820
Application Number:	61050180
Application Number:	13866961
Application Number:	61424397
Application Number:	15372843
Application Number:	61899758
Application Number:	14533038
Application Number:	60542921

Property Type	Number
Application Number:	60850961

CORRESPONDENCE DATA

Fax Number:
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: 4045723401
Email: ssheesley@kslaw.com
Correspondent Name: STEVEN SHEESLEY
Address Line 1: 1180 PEACHTREE STREET NE
Address Line 2: KING & SPALDING LLP
Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	14868.515032
NAME OF SUBMITTER:	STEVEN SHEESLEY
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	06/28/2019

Total Attachments: 8
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 28, 2019, (this “**Agreement**”) by **ACOUSTIC, L.P.**, a Delaware limited partnership (the “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Holders.

WITNESSETH:

WHEREAS, reference is made to that certain Note Purchase Agreement, dated as of June 28, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among Grantor, Acoustic Intermediate, L.P., a Delaware limited liability company (“**Holdings**”), Acoustic GP, LLC, a Delaware limited liability company, the other note parties party thereto, certain of their respective Subsidiaries, as Guarantors, the purchasers of Notes party thereto from time to time (the “**Holders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Note Agent and Collateral Agent, the Holders have agreed to purchase certain Notes from Grantor;

WHEREAS, Note Agent and the Holders are willing to purchase the Notes and make certain financial accommodations as provided for in the Note Purchase Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Holders, that certain Pledge and Security Agreement dated as of June 28, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders and for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):
 - (a) all of its Patents and all Patent Licenses providing for the grant by or to the 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Holders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.
4. 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.
5. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
6. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

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IN WITNESS WHEREOF, 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.

ACOUSTIC, L.P.

By: Acoustic GP, LLC, its general partner

By: _____

Name: Chris Litchford

Title: Vice President and Secretary


[Signature Page to Patent Security Agreement]

PATENT
REEL: 049629 FRAME: 0655

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By:


Name: Justin Betzen

Title: Sr. Vice President

[Signature Page to Patent Security Agreement]

Schedule I

Patents

Registered Patents:

Country	Patent Number	Application Number	Filing Date	Issue Date
US	10019336	14/835916	8/26/2015	7/10/2018
US	9588760	14/949995	11/24/2015	3/7/2017
US	10097657	15/132830	4/19/2016	10/9/2018
US	10102306	15/145170	5/3/2016	10/16/2018
US	10025762	15/178807	6/10/2016	7/17/2018
*US	7650344	11/053743	2/8/2005	1/19/2010
US	9128999	12/630808	12/3/2009	9/8/2015
US	10110687	11/544300	10/6/2000	10/23/2018
US	8396834	11/546923	10/11/2006	3/12/2013
*US	7636677	11/748391	5/14/2007	12/22/2009
US	9256686	12/558956	9/14/2009	2/9/2016
US	8768943	12/873597	9/1/2010	7/1/2014
US	7657470	09/741957	12/20/2000	2/2/2010
US	7062447	09/742472	12/20/2000	6/13/2006
*US	7302410	09/741959	12/22/2000	11/27/2007
US	7672866	11/874141	10/17/2007	3/2/2010
US	7092918	09/849168	5/4/2001	8/15/2006
US	7092896	09/849448	5/4/2001	8/15/2006
US	6553352	09/849616	5/4/2001	4/22/2003
*US	7240019	10/144537	5/10/2002	7/3/2007
US	7660734	09/849783	5/5/2001	2/9/2010
US	7617119	09/888340	6/22/2001	11/10/2009
US	7249031	09/994465	11/26/2001	7/24/2007
US	7249032	09/999078	11/30/2001	7/24/2007
US	7249033	09/999079	11/30/2001	7/24/2007
US	6851604	10/264314	10/2/2002	2/8/2005
*US	8738428	10/997371	11/23/2004	5/27/2014
US	8639558	11/534986	9/25/2006	1/28/2014
US	8010404	11/933395	10/31/2007	8/30/2011
US	8209216	12/263394	10/31/2008	6/26/2012
US	9165270	12/430080	4/25/2009	10/20/2015
US	10204349	12/567731	9/25/2009	2/12/2019
US	9785953	12/720661	3/9/2010	10/10/2017
US	9773250	12/773826	5/4/2010	9/26/2017
US	8127000	11/616616	12/27/2006	2/28/2012
US	8335848	13/337905	12/27/2011	12/18/2012

US	8868533	13/419179	3/13/2012	10/21/2014
US	9495340	14/226378	3/26/2014	11/15/2016
US	9842093	15/262604	9/12/2016	12/12/2017
US	8949406	12/191585	8/14/2008	2/3/2015
US	8583772	12/904356	10/14/2010	11/12/2013
US	8898275	13/972776	8/21/2013	11/25/2014
US	9207955	14/516478	10/16/2014	12/8/2015
US	9787803	14/851347	9/11/2015	10/10/2017
US	8533532	12/822137	6/23/2010	9/10/2013
*US	8042055	12/049245	3/14/2008	10/18/2011
US	8990714	13/223192	8/31/2011	3/24/2015
US	8930818	12/750607	3/30/2010	1/6/2015
US	8914736	13/401725	2/21/2012	12/16/2014
US	9934320	13/633442	10/2/2012	4/3/2018
US	9635094	13/834963	3/15/2013	4/25/2017
US	10003671	15/459086	3/15/2017	6/19/2018
US	9105035	13/532415	6/25/2012	8/11/2015
US	9536108	13/658155	10/23/2012	1/3/2017
US	9535720	13/783866	3/4/2013	1/3/2017
US	8447332	12/434508	5/1/2009	5/21/2013
US	9736040	14/453704	8/7/2014	8/15/2017
US	9742642	14/683293	4/10/2015	8/22/2017
US	6449635	09/295933	4/21/1999	9/10/2002
*US	6965926	09/545653	4/10/2000	11/15/2005
*US	7853655	11/163570	10/23/2005	12/14/2010
*US	8732250	11/163565	10/23/2005	5/20/2014
US	9892273	14/231747	4/1/2014	2/13/2018
US	8838709	13/220167	8/29/2011	9/16/2014
US	9548953	13/357942	1/25/2012	1/17/2017
US	9720592	14/662688	3/19/2015	8/1/2017
US	9684445	15/072430	3/17/2016	6/20/2017
US	9785951		2/28/2006	
US	9858579		2/28/2006	

* inactive

Patent Applications

Country	Application Number	Filing Date	Published Application Number
*US	15/659987	7/26/2017	20170318110
US	16/002612	6/7/2018	
*US	60/542921	2/9/2004	
*US	60/850961	10/10/2006	
US	12/615476	11/10/2009	20100121777

*US	61/097174	9/15/2008	
US	12/272669	11/17/2008	20100125505
US	12/626666	11/26/2009	20100145773
*US	60/806443	6/30/2006	
*US	61/332498	5/7/2010	
*US	60/969537	8/31/2007	
*US	61/165084	3/31/2009	
*US	61/445528	2/22/2011	
US	15/907651	2/28/2018	20180189414
*US	61/545105	10/7/2011	
*US	61/714020	10/15/2012	
US	15/459092	3/15/2017	20170187810
US	15/040178	2/10/2016	20160162704
*US	61/727915	11/19/2012	
US	13/828476	3/14/2013	20140143652
*US	61/725823	11/13/2012	
US	15/352820	11/16/2016	
*US	61/050180	5/2/2008	
*US	13/866961	4/19/2013	20130231141
*US	61/424397	12/17/2010	
US	15/372843	12/8/2016	
*US	61/899758	11/4/2013	
US	14/533038	11/4/2014	

* inactive

Patent Licenses: None.¹

¹ NTD: the list of parties on Exhibit E to the Patent Assignment Agreement are parties IBM does NOT have exclusive licenses with.