

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5648599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OPENCONNECT SYSTEMS INCORPORATED	07/31/2019
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH
Street Address:	33 KING WILLIAM STREET
Internal Address:	8TH FLOOR
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 9AT
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	6205415
Patent Number:	6205416
Patent Number:	6205417
Patent Number:	6216101
Patent Number:	6233541
Patent Number:	6233542
Patent Number:	6233543
Patent Number:	8533743
Patent Number:	9047269
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	3128637141
Email:	kristen.lange@goldbergkohn.com
Correspondent Name:	KRISTEN N. LANGE, PARALEGAL
Address Line 1:	C/O GOLDBERG KOHN LTD.
Address Line 2:	55 E. MONROE STREET, STE. 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1989.660

PATENT

NAME OF SUBMITTER:	KRISTEN N. LANGE
SIGNATURE:	/kristenlange/
DATE SIGNED:	08/01/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 7 source=PSA (ActiveOps)#page1.tif source=PSA (ActiveOps)#page2.tif source=PSA (ActiveOps)#page3.tif source=PSA (ActiveOps)#page4.tif source=PSA (ActiveOps)#page5.tif source=PSA (ActiveOps)#page6.tif source=PSA (ActiveOps)#page7.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of July, 2019, between **OPENCONNECT SYSTEMS INCORPORATED** ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH**, ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement dated as of July 31, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") between, among others, ACTIVEOPS LIMITED, a company incorporated under the laws of England and Wales ("Parent"), as a borrower, certain subsidiaries of Grantor from time to time party thereto as borrowers, Grantor, the other guarantors from time to time party thereto, Agent and the financial institutions from time to time party thereto (the "Secured Parties"), Agent and the Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Agent and the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent that certain Security Agreement, dated as of July 31, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent and the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this

Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

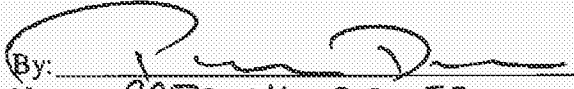
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

OPENCONNECT SYSTEMS INCORPORATED

By: 
Name: PATRICK DELLER
Title: TREASURER

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, LONDON BRANCH

By: _____
Name: _____
Title: _____

{SIGNATURE PAGE TO PATENT SECURITY AGREEMENT}

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

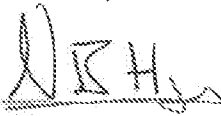
OPENCONNECT SYSTEMS INCORPORATED

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, LONDON BRANCH

By:  _____
Name: _____
Title: _____ N B HOGG
AUTHORISED
SIGNATORY

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Patent	Application/ Patent No.	Filing Date
OpenConnect Systems Incorporated	Server and terminal emulator for persistent connection to a legacy host systems with file transfer	6205415	3/20/01
OpenConnect Systems Incorporated	Server and terminal emulator for persistent connection to a legacy host system with direct OS/390 host interface	6205416	3/20/01
OpenConnect Systems Incorporated	Server and terminal emulator for persistent connection to a legacy host system with direct AS/400 host interface	6205417	3/20/01
OpenConnect Systems Incorporated	Server and terminal emulator for persistent connection to a legacy host system with client token authentication	6216101	4/10/01
OpenConnect Systems Incorporated	Server and web browser terminal emulator for persistent connection to a legacy host system and method of operation	6233541	5/15/01
OpenConnect Systems Incorporated	Server and terminal emulator for persistent connection to a legacy host system with response time monitoring	6233542	5/15/01
OpenConnect Systems Incorporated	Server and terminal emulator for persistent connection to a legacy host system with printer	6233543	5/15/01

	emulation		
OpenConnect Systems Incorporated	System and method of analyzing business process events	8533743	9/10/13
OpenConnect Systems Incorporated	Modeling interactions with a computer system	9047269	6/2/15