

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5811790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GENESYS TELECOMMUNICATIONS LABORATORIES, INC.	11/08/2019
GREENEDEN U.S. HOLDING II, LLC	11/08/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	101 N. TRYON STREET
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
<b>PCT Number:</b>	US1950486
<b>PCT Number:</b>	US1955327
<b>Application Number:</b>	16567513
<b>Application Number:</b>	16566432
<b>Application Number:</b>	16564681
<b>Application Number:</b>	16569519
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(800)914-4240
<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>	800-713-0755
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
<b>Correspondent Name:</b>	CT CORPORATION
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY
<b>Address Line 2:</b>	SUITE 125
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	11/08/2019

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”), dated as of November 8, 2019, among the Person listed on the signature pages hereof (the “Grantor”), and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of December 1, 2016 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among **GREENEDEN U.S. HOLDINGS I, LLC**, a Delaware limited liability company (the “Holdings”), **GREENEDEN U.S. HOLDINGS II, LLC**, a Delaware limited liability company (the “Borrower”), **GENESYS TELECOMMUNICATIONS LABORATORIES, INC.**, a California corporation (the “U.S. Co-Borrower”), each of the Subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such Subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; and together with Holdings and each of the Borrowers, collectively, the “Grantors”) and **BANK OF AMERICA, N.A.**, as Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Patent Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, the Grantor has agreed to execute or otherwise authenticate and deliver this Patent Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with, as applicable, the United States Patent and Trademark Office (“USPTO”) or the United States Copyright Office (“USCO”), necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States patents and patent applications and exclusive licenses thereof of such Grantor, including those set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Patent Collateral”).

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Patent Collateral by the Grantor under this Patent Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties to this Patent Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this Patent Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, the Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Patent Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this Patent Security Agreement as of the day and year first above written.

GRANTOR

GENESYS TELECOMMUNICATIONS  
LABORATORIES, INC.

By:



Name: Michelle Demarco  
Title: Treasurer

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 050969 FRAME: 0209**

GRANTOR

GREENEDEN U.S. HOLDING II, LLC.

By: Michelle Demarco

Name: Michelle Demarco

Title: Treasurer

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 050969 FRAME: 0210**

COLLATERAL AGENT

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

By: Liliana Claar  
Name: Liliana Claar  
Title: Vice President

:

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 050969 FRAME: 0211**

## SCHEDULE A

### U.S. Patents and Patent Applications

Owner	Title	Application Number	Patent Number
Greeneden U.S. Holdings II	METHOD AND SYSTEM TO PREDICT WORKLOAD DEMAND IN A CUSTOMER JOURNEY APPLICATION	PCT/US19/50486	
Greeneden U.S. Holdings II	SYSTEM AND METHOD FOR HYBRIDIZED CHAT AUTOMATION	PCT/US19/55327	
Genesys Telecommunications Laboratories, Inc.	DIALOGUE FLOW OPTIMIZATION AND PERSONALIZATION	16567513	
Genesys Telecommunications Laboratories, Inc.	METHOD AND SYSTEM TO PREDICT WORKLOAD DEMAND IN A CUSTOMER JOURNEY APPLICATION	16566432	
Genesys Telecommunications Laboratories, Inc.	SYSTEMS AND METHODS RELATING TO CHAT INTERFACES	16564681	
Genesys Telecommunications Laboratories, Inc.	SYSTEMS AND METHODS FACILITATING BOT COMMUNICATIONS	16569519	