PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5814742

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (SECOND LIEN)

CONVEYING PARTY DATA

Name	Execution Date
PROMONTORY INTERFINANCIAL NETWORK, LLC	11/08/2019

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
Street Address:	1300 THAMES STREET, 4TH FLOOR
Internal Address:	THAMES STREET WHARF
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	7376606
Patent Number:	7440914
Patent Number:	7596522
Patent Number:	7603307
Patent Number:	7640199
Patent Number:	7899743
Patent Number:	7899745
Patent Number:	7899746
Patent Number:	7899747
Patent Number:	7917433
Patent Number:	7921057
Patent Number:	8036986
Patent Number:	8051004
Patent Number:	8051005
Patent Number:	8392304
Patent Number:	8190520
Patent Number:	8527409
Patent Number:	8712881
Patent Number:	8234188

PATENT REEL: 050988 FRAME: 0969

505767926

Property Type	Number
Patent Number:	8744942

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 800-713-0755

Email: Michael. Violet@wolterskluwer.com

Correspondent Name: CT CORPORATION

Address Line 1: 4400 EASTON COMMONS WAY

Address Line 2: SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	11/12/2019

Total Attachments: 7

source=b07. Nexus - Second Lien Patent Security Agreement#page1.tif source=b07. Nexus - Second Lien Patent Security Agreement#page2.tif source=b07. Nexus - Second Lien Patent Security Agreement#page3.tif source=b07. Nexus - Second Lien Patent Security Agreement#page4.tif source=b07. Nexus - Second Lien Patent Security Agreement#page5.tif source=b07. Nexus - Second Lien Patent Security Agreement#page6.tif source=b07. Nexus - Second Lien Patent Security Agreement#page7.tif

RECORDATION FORM COVER SHEET		
PATENT	SONLY	
To the Director of the U.S. Patent and Trademark Office: Pleas	e record the attached documents or the new address(es) below.	
Name of conveying party(ies) Promontory Interfinancial Network, LLC	2. Name and address of receiving party(ies) Name:_Morgan Stanley Senior Funding, Inc., as Collateral agent Internal Address:_Thames Street Wharf	
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance/Execution Date(s): Execution Date(s) November 8, 2019	Street Address: 1300 Thames Street, 4th Floor	
Assignment Merger Security Agreement Change of Name	City: Baltimore	
Joint Research Agreement	State: MD	
Government Interest Assignment Executive Order 9424, Confirmatory License	Country: USA Zip: 21231	
Other_Patent Security Agreement (Second Lien)	Additional name(s) & address(es) attached? Yes	
4. Application or patent number(s): This (A. Patent Application No.(s) Additional numbers atta	document serves as an Oath/Declaration (37 CFR 1.63). B. Patent No.(s) see the attached Schedule I ached?	
5. Name and address to whom correspondence	6. Total number of applications and patents	
concerning document should be mailed:	invoived: 20	
Name: Doris Ka, Sr. Paralegal (IP) Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$	
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enciosed None required (government interest not affecting title)	
City: New York	8. Payment Information	
State: NY _Zip: 10005		
Phone Number: (212) 701-3569	Deposit Account Number	
Docket Number: 16270.1316 (2L)	Authorized UserName	
Email Address: dka@cahill.com	/ dation200 000 Hairio	
9. Signature:	November 8, 2019	
Signature Doris Ka Name of Person Signing Documents to be recorded (including cover sheet)	Total number of pages including cover sheet, attachments, and documents:	
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450		

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT Patent Security Agreement, dated as of November 8, 2019, by PROMONTORY INTERFINANCIAL NETWORK, LLC, a Delaware limited liability company ("**Grantor**"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to the Second Lien Security Agreement dated as of November 8, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

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

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. The Grantor hereby pledges and grants to the Collateral 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:
- (a) All issued and applied for Patents of such Grantor listed on Schedule I attached hereto (the "**Pledged Patents**").
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, which is incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor for any out-of-pocket expenses, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.
- SECTION 5. <u>Counterparts</u>. This 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Patent Security Agreement.
- SECTION 6. <u>Intercreditor Agreements</u>. (a) Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Patent Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

(b) Without limiting anything set forth in clause (a) above, (i) the liens and security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Junior Lien Intercreditor Agreement), including liens and security interests granted to Morgan Stanley Senior Funding, Inc., as Collateral Agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien Intercreditor Agreement or any applicable Intercreditor Agreement.

[Signature pages follow.]

PROMONTORY INTERFINANCIAL NETWORK, LLC, as Grantor

By:

Name: Mark Jacobsen Title: President and Chief Executive

Officer

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

Ву: 🐧

Name: Molly Breen

Title: Authorized Signatory

REEL: 050988 FRAME: 0975

Schedule I

to

PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

Owner	Title	App. No. or Reg. No.
Promontory Interfinancial Network, LLC	Method and apparatus for fully insuring large bank deposits	7,376,606
Promontory Interfinancial Network, LLC	Method and apparatus for fully insuring large bank deposits	7,440,914
Promontory Interfinancial Network, LLC	Computer program product for fully insuring large bank deposits	7,596,522
Promontory Interfinancial Network, LLC	Computer-implemented method for fully insuring large bank deposits	7,603,307
Promontory Interfinancial Network, LLC	Auditing and reconciling custodial accounts	7,640,199
Promontory Interfinancial Network, LLC	Method for fully insuring large bank deposits using a plurality of banks that receive portions of each large deposit	7,899,743
Promontory Interfinancial Network, LLC	Automated method and article of manufacture for fully insuring large bank deposits via a network of banks wherein banks pay a fee to a processor that facilitates the network of banks	7,899,745
Promontory Interfinancial Network, LLC	Automated method and article of manufacture for fully insuring large bank deposits using a network of banks and a lending bank for providing funds that the network of banks cannot handle	7,899,746
Promontory Interfinancial Network, LLC	Automated method and article of manufacture for fully insuring large bank deposits via a network of banks using an order matching process to simultaneously process multiple orders from bank customers received at different banks	7,899,747
Promontory Interfinancial Network, LLC	Automated process for fully insuring large bank deposits that provides compensating payments between banks that offer different deposit terms	7,917,433
Promontory Interfinancial Network, LLC	Automated method and article of manufacture for fully insuring large bank deposits wherein bank that processes a large deposit sends out and receives back an equal amount of large deposits via a network of banks	7,921,057
Promontory Interfinancial Network, LLC	Automated method and article of manufacture for fully insuring large bank deposits via a network of banks wherein depositor's bank retains a portion	8,036,986

	of the large bank deposit and the network	
	distributes the remainder	
Promontory	Automated method and article of manufacture for	8,051,004
Interfinancial	fully insuring large deposits received from a	
Network, LLC	plurality of custodians from their respective	
·	depositors Automated method and article of manufacture for	0.051.005
Promontory	fully insuring large bank deposits via a network of	8,051,005
Interfinancial	banks with limits on amount of orders that a bank	
Network, LLC	and/or customer can place	
Promontory	Method, System and Computer Program Product	8,392,304
Interfinancial	for Managing Funds in Custodial Deposit	
Network, LLC	Accounts	
	Auditing and reconciling custodial accounts	8,190,520
Promontory Interfinancial	Auditing and reconciling custodial accounts	0,170,320
Network, LLC		0.757.400
Promontory	Auditing and Reconciling Custodial Accounts	8,527,409
Interfinancial		
Network, LLC		
Promontory	Method, System and Computer Program Product	8,712,881
Interfinancial	for Managing Funds in Custodial Deposit	
Network, LLC	Accounts	
Promontory	Method, System And Computer Program Product	8,234,188
Interfinancial	For Managing Funds In Custodial Deposit	
Network, LLC	Accounts	
,	Method, System and Computer Program Product	8,744,942
Promontory	for Managing Funds in Custodial Deposit	0,7-17,7-12
Interfinancial	Accounts	
Network, LLC		

RECORDED: 11/12/2019