

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

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.

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

Total Attachments: 7

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

PATENT
REEL: 050988 FRAME: 0971

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**”).

W I T N E S S E T H:

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. Defined Terms. 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. Grant of Security Interest in Patent Collateral. 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. Termination. 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. Counterparts. 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. Intercreditor Agreements. (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

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 050988 FRAME: 0974

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 

Name: Molly Breen

Title: Authorized Signatory

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