

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5886129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
LIONBRIDGE TECHNOLOGIES, INC.	12/27/2019
RECEIVING PARTY DATA	
Name:	KKR LOAN ADMINISTRATION SERVICES LLC
Street Address:	555 CALIFORNIA STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	8494834
Patent Number:	8374843
Patent Number:	8335679
Patent Number:	9141606
Patent Number:	9058502
Patent Number:	9164988
Patent Number:	9747284
Patent Number:	10248653
Patent Number:	10394962
Patent Number:	10311148
Patent Number:	8046233
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:	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

PATENT

ATTORNEY DOCKET NUMBER:	22939.515100
NAME OF SUBMITTER:	STEVEN SHEESLEY
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	12/27/2019

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN PATENT

This GRANT OF SECURITY INTEREST IN PATENT (this "Agreement"), effective as of December 27, 2019, is made by Lionbridge Technologies, Inc., a Delaware corporation, located at 1050 Winter Street, Suite 2300 Waltham, Massachusetts 02451 (the "Grantor"), in favor of KKR Loan Administration Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 27, 2019 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lionbridge Technologies, Inc., a Delaware corporation (the "Borrower"), LBT Acquisition, Inc., a Delaware corporation ("Holdings"), KKR Credit Advisors LLC, the Lenders and KKR Loan Administration Services LLC, as administrative agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of December 27, 2019, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Patents (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Patents (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the

terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

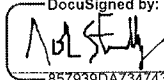
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LIONBRIDGE TECHNOLOGIES, INC.,
a Delaware corporation

DocuSigned by:

By: _____
Name: John Fennelly
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

KKR LOAN ADMINISTRATION SERVICES LLC,
as Collateral Agent

By: 
Name: John Knox
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 051376 FRAME: 0332

Schedule A

U.S. and foreign Patent Registrations and Applications
and U.S. and foreign exclusive Patent Licenses

Title	Jurisdiction	Application No. Filing Date	Patent No. Issue Date	Current Owner of Record
METHODS AND SYSTEMS FOR USING AND UPDATING REMOTELY-GENERATED TRANSLATION PREDICTIONS DURING LOCAL, COMPUTER-AIDED TRANSLATION	US	11/562,116 21-NOV-2006	8,494,834 23-JUL-2013	LIONBRIDGE TECHNOLOGIES , INC.
METHODS AND SYSTEMS FOR LOCAL, COMPUTER-AIDED TRANSLATION INCORPORATING TRANSLATOR REVISIONS TO REMOTELY-GENERATED TRANSLATION PREDICTIONS	US	13/566,645 08-MAR-2012	8,374,843 02-DEC-2013	LIONBRIDGE TECHNOLOGIES , INC.
METHODS AND SYSTEMS FOR LOCAL, COMPUTER-AIDED TRANSLATION INCORPORATING TRANSLATOR REVISIONS TO REMOTELY-GENERATED TRANSLATION PREDICTIONS	US	11/562,113 21-NOV-2006	8,335,679 18-DEC-2012	LIONBRIDGE TECHNOLOGIES , INC.
METHODS AND SYSTEMS FOR MULTI-ENGINE MACHINE TRANSLATION	US	13/834,331 15-MAR-2013	9,141,606 22-SEP-2015	LIONBRIDGE TECHNOLOGIES , INC.
METHODS AND SYSTEMS FOR PROVIDING ANONYMOUS AND TRACEABLE EXTERNAL ACCESS TO INTERNAL LINGUISTIC ASSETS	US	13/321,021 17-NOV-2011	9,058,502 16-JUN-2015	LIONBRIDGE TECHNOLOGIES , INC
METHODS AND SYSTEMS FOR THE DYNAMIC CREATION OF A TRANSLATED WEBSITE	US	13/179,881 11-JUL-2011	9,164,988 20-OCT-2015	LIONBRIDGE TECHNOLOGIES , INC.
METHODS AND SYSTEMS FOR MULTI-ENGINE MACHINE TRANSLATION	US	14/835,783 26-AUG-2015	9,747,284 29-AUG-2017	:LIONBRIDGE TECHNOLOGIES , INC.
INFORMATION TECHNOLOGY PLATFORM FOR LANGUAGE TRANSLATION AND TASK MANAGEMENT	US	14/933,465 05-NOV-2015	10,248,653 02-APR-2019	LIONBRIDGE TECHNOLOGIES , INC
METHODS AND SYSTEMS FOR THE DYNAMIC CREATION OF A TRANSLATED WEBSITE	US	14/873,323 02-OCT_2015	10,394,962 27-AUG-2019	LIONBRIDGE TECHNOLOGIES , INC.

Title	Jurisdiction	Application No. Filing Date	Patent No. Issue Date	Current Owner of Record
METHODS AND SYSTEMS FOR MULTI-ENGINE MACHINE TRANSLATION	US	15/652,949 18-JUL-2017	10,311,148 04-JUN-2019	LIONBRIDGE TECHNOLOGIES , INC.
METHODS AND SYSTEMS FOR LOCAL, COMPUTER- AIDED TRANSLATION USING REMOTELY- GENERATED TRANSLATION PREDICTIONS	US	11/562,110 21-NOV-2006	8,046,233 25-OCT-2011	LIONBRIDGE TECHNOLOGIES , INC.