

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5940556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
UNISYS CORPORATION	08/27/2018
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	15955829
Application Number:	16005803
Application Number:	15977943
Application Number:	15972524
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	36084-30041
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/31/2020
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE ABL NOTES INTERCREDITOR AGREEMENT, DATED AS OF OCTOBER 5, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG UNISYS CORPORATION, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL TRUSTEE, JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, AND CERTAIN OTHER PERSONS WHICH MAY BE OR BECOME PARTIES THERETO OR BECOME BOUND THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

THIS PATENT SECURITY AGREEMENT, dated as of August 7, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A. ("JPMorgan"), as Administrative Agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 5, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders, the Issuing Banks from time to time party thereto and JPMorgan, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Credit Agreement to guarantee the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, each Grantor has agreed, pursuant to the Security Agreement dated as of October 5, 2017 in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant liens on all of its Collateral (as defined in the Security Agreement) to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those Patents and material IP Licenses referred to on Schedule 1 hereto;

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

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement (which is hereby reaffirmed, ratified and confirmed) and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UNISYS CORPORATION
as Grantor

By: 
Name: Shalabh Gupta
Title: Vice President and Treasurer

SCHEDULE I
TO
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS

1. REGISTERED PATENTS
2. PATENT APPLICATIONS

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

REGISTERED PATENTS

Docket Number	Country	Title	Status	Issue Date	Expiration Date
11-059	US	SECURE MIGRATABLE ARCHITECTURE HAVING IMPROVED PERFORMANCE FEATURES	Granted	08-May-2018	21-Jun-2036
IN104	US	HANDLING SERVER AND CLIENT OPERATIONS UNINTERRUPTEDLY DURING PACK AND AUDIT PROCESSES	Granted	17-Apr-2018	21-May-2036
IN133	US	PIXEL VALUE FREQUENCY BASED IMAGE STEGANOGRAPHY FOR COLOR RGB IMAGES	Granted	26-Jun-2018	21-Dec-2036
RA6052	US	VIRTUAL TAPE LIBRARY (VTL) MONITORING SYSTEM	Granted	10-Apr-2018	25-Jun-2034
RA6068A	US	DATABASE REPLICATION WITH CONTINUE AND TAPE TYPE OVERRIDE FUNCTIONS	Granted	26-Jun-2018	05-Feb-2036
TN509	US	SIMULTANEOUS PARALLEL ENCRYPTION OF I/O DATA BLOCKS	Granted	26-Jun-2018	01-Feb-2031

PATENT APPLICATIONS

Docket No.	Country	Title	Status	Application No.	Filing Date
CN002	US	METHOD AND SYSTEM FOR MIGRATING XML SCHEMAS IN APPLICATION RELEASES	Pending	15955829	18-Apr-2018
RA6102	US	UNDERUTILIZED ALLOTMENT FEE	Pending	16005803	12-Jun-2018
RA6113	US	SECURED NETWORK BRIDGE	Pending	15977943	11-May-2018
TN659	US	CUSTOM NODE AND PROFILE CLASSIFICATIONS FOR ENTERPRISE SECURITY MANAGEMENT TOOL	Pending	15972524	07-May-2018