506232092 09/01/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6278836

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT	
SEQUENCE:	3	

CONVEYING PARTY DATA

Name	Execution Date
JIVE COMMUNICATIONS, INC.	08/31/2020

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT		
Street Address:	745 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		

PROPERTY NUMBERS Total: 6

Property Type	Number	
Patent Number:	9578112	
Patent Number:	9923989	
Patent Number:	10038590	
Patent Number:	10097693	
Patent Number:	10244038	
Application Number:	15922140	

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JENNIFER TINDIE

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1260813 A 2L PAT
NAME OF SUBMITTER:	CHRISTIAN CRAFT
SIGNATURE:	/Christian Craft/
DATE SIGNED:	09/01/2020

Total Attachments: 5

source=B - Legend - 2L Patent Security Agreement - Jive Communications, Inc [Executed]#page2.tif

source=B - Legend - 2L Patent Security Agreement - Jive Communications, Inc [Executed]#page3.tif

source=B - Legend - 2L Patent Security Agreement - Jive Communications, Inc [Executed]#page4.tif

source=B - Legend - 2L Patent Security Agreement - Jive Communications, Inc [Executed]#page5.tif

source=B - Legend - 2L Patent Security Agreement - Jive Communications, Inc [Executed]#page6.tif

SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT, dated as of August 31, 2020, (this "Agreement") is made by **JIVE COMMUNICATIONS, INC.**, a Delaware corporation ("**Grantor**"), in favor of **BARCLAYS BANK PLC**, as the collateral agent for the Secured Parties (in such capacity and together with its successors and assigns, the "**Collateral Agent**"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of August 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the "Patent Collateral"), other than Excluded Property:

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law (including, without limitation, the patents and patent applications set forth on <u>Schedule A</u> annexed hereto), and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and all rights corresponding thereto;
- (ii) the right to sue or otherwise recover for any past, present and future infringement or other violation or impairment of any of the foregoing; and
- (iii) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this

1

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien Intercreditor Agreement), including liens and security interests granted to the Senior Collateral Agent (as defined in the First Lien Intercreditor Agreement) 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 First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PATENT COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR PATENT COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

JIVE COMMUNICATIONS, INC.,

a Delaware corporation

Name: Michael Sharp

Title: President

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

BARCLAYS BANK PLC,

as the Collateral Agent

By: Name: Martin Corrigan
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE A TO GRANT OF PATENT SECURITY AGREEMENT

Owner	Title	App No. App Date	Publication No. Publication Date	Patent No. Patent Date
Jive	Reliability Of A Connection	14/335171	2015-0319034	9578112
Communications,	During A Communication	7/18/2014	11/5/2015	2/21/2017
Inc.	Session On A Network			
	Device			
Jive	Customizing Network-Level	14/335215	2015-0319035	9923989
Communications,	Settings For A Network Device	7/18/2014	11/5/2015	3/20/2018
Inc.	On a Communication Network			
Jive	Reliability Of A Connection	15/392977	2017-0111214	10038590
Communications,	During A Communication	12/28/2016	4/20/2017	7/31/2018
Inc.	Session On A Network			
	Device			
Jive	Managing Data Streams For A	14/335249	2016-0021253	10097693
Communications,	Communication Network	7/18/2014	1/21/2016	10/9/2018
Inc.				
Jive	Coordinative Datacenter	14/531775	2016-0127235	10244038
Communications,	Processing In A Network-	11/3/2014	5/5/2016	3/26/2019
Inc.	Based Communication			
	System			
Jive	Dynamically Controlling	15/922140	2019-0289042	_
Communications,	Communication Channels	3/15/2018	9/19/2019	
Inc.	During A Communication			
	Session			

KE 52994391.2

RECORDED: 09/01/2020