

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6357931

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (2017 A&R CA)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
REFLEXIS SYSTEMS, INC.	10/16/2020

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	CIB DMO WLO
Internal Address:	MAIL CODE NY1-C413; 4 CMC
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11245-0001

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	7708202
Patent Number:	7861281
Patent Number:	7957990
Patent Number:	8028039
Patent Number:	8100325
Patent Number:	8135611
Patent Number:	8474010
Patent Number:	8694352
Patent Number:	8978096
Patent Number:	9264485
Patent Number:	9785895

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.

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PATENT

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ATTORNEY DOCKET NUMBER: 1278683 (2017 A&R CA)

NAME OF SUBMITTER: THERESA VOLANO

SIGNATURE: /Theresa Volano/

DATE SIGNED: 10/20/2020

Total Attachments: 6

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PATENT SECURITY AGREEMENT

October 16, 2020

WHEREAS, REFLEXIS SYSTEMS, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to a Security Agreement dated as of October 27, 2014 (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 JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, 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 Patent Security Agreement (the “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

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 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, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and rights, title and interests in patents and patent applications under any domestic law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto);
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral; and
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of 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. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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 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 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, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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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.

REFLEXIS SYSTEMS, INC.

By: Colleen M. O'Sullivan
Name: Colleen M. O'Sullivan
Title: Vice President and Treasurer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By:  _____
Name: Min Park
Title: Executive Director

**SCHEDULE A
TO
GRANT OF PATENT SECURITY AGREEMENT**

Patents and Patent Applications:

Application Number	Patent Number	Filing Date	Issue Date	Assignee Name	Title
11/324130	7708202	12/30/2005	05/04/2010	Reflexis Systems, Inc.	System and method for facilitating sales utilizing customer relationship management technology
11/323338	7861281	12/30/2005	12/28/2010	Reflexis Systems, Inc.	System and method for facilitating the transfer of information relating to quality of an organization
11/323562	7957990	12/30/2005	06/07/2011	Reflexis Systems, Inc.	System and method for managing asset installation and evaluation
11/317646	8028039	12/23/2005	09/27/2011	Reflexis Systems, Inc.	System and method for communicating data between wireless mobile hand-held computer and a back-end computer system
12/723656	8100325	03/14/2010	01/24/2012	Reflexis Systems, Inc.	System and method for facilitating sales utilizing customer relationship management technology
13/031238	8135611	02/20/2011	03/13/2012	Reflexis Systems, Inc.	System and method for managing asset installation and evaluation

12/951050	8474010	11/21/2010	06/25/2013	Reflexis Systems, Inc.	System and method for facilitating the transfer of information relating to quality of an organization
12/218040	8694352	07/10/2008	04/08/2014	Reflexis Systems, Inc.	System and method for providing handheld field force data gathering automation in a big box retail environment
13/902791	8978096	05/25/2013	03/10/2015	Reflexis Systems, Inc.	System and method for facilitating the transfer of information relating to quality of an organization
13/530024	9264485	06/21/2012	02/16/2016	Reflexis Systems, Inc.	System and method for synchronizing and prioritizing multiple disparate retail systems
14/076262	9785895	11/10/2013	10/10/2017	Reflexis Systems, Inc.	System and method for providing handheld field force data gathering automation in a big box retail environment

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REEL: 054136 FRAME: 0625