

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6437475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CELONIS SE	12/07/2020
CELONIS, INC.	12/07/2020
RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 PUBLIC SQUARE
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	10848384
Patent Number:	10073895
Patent Number:	10162861
Patent Number:	10169407
Patent Number:	10706378
Patent Number:	10796257
Application Number:	16256380
Application Number:	17018296
Application Number:	16942851
CORRESPONDENCE DATA	
Fax Number:	(617)449-6999
<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:	617-960-3939
Email:	mwaite@jonesday.com, mmisitigh@jonesday.com
Correspondent Name:	MELISSA D. WAITE
Address Line 1:	100 HIGH STREET
Address Line 2:	21ST FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	601755-635057

PATENT

NAME OF SUBMITTER:	MELANIE H. MISITIGH
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	12/08/2020
Total Attachments: 4 source=FILE Patent Security Agreement - Celonis#page1.tif source=FILE Patent Security Agreement - Celonis#page2.tif source=FILE Patent Security Agreement - Celonis#page3.tif source=FILE Patent Security Agreement - Celonis#page4.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of December 7, 2020 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of KeyBank National Association, as administrative agent (in such capacity, the “Administrative Agent”) for the benefit of the Lenders.

Introductory Statement

WHEREAS, pursuant to the Credit and Security Agreement dated as of December 7, 2020 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”) among Celonis SE., a European joint stock company with its registered office in Munich, Germany (“Celonis Germany”), Celonis, Inc., a Delaware corporation (“Celonis US” and together with Celonis Germany, each, a “Borrower” and together, the “Borrowers”), the Lenders party thereto and the Administrative Agent, the Lenders have agreed to provide certain loans and other financial accommodations to the Borrowers on and subject to the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective loans to the Borrowers thereunder, and to induce the Administrative Agent to act in its capacity thereunder, and intending to be legally bound, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Credit 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 of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders, 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 patent licenses providing for the grant by or to such Grantor of any right in, to or under any patent, including those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Excluded Property.

Section 3. Credit Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Administrative Agent for the benefit of the Lenders pursuant to the Credit Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent and the obligations of each Grantor with respect to the Liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference

herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Credit Agreement, the Credit Agreement shall govern.

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 the patent 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 shall be governed by and construed in accordance with the laws of the State of New York and the respective rights and obligations of the Grantors and the Administrative Agent shall be governed by New York law.

Section 7. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, EACH GRANTOR AND THE ADMINISTRATIVE AGENT WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE GRANTORS AND THE ADMINISTRATIVE AGENT OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT.

[Signatures begin on next page.]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

CELONIS SE., as Grantor

By 

Name: Bastian Nominacher

Title: Executive Director

[Signature Page to Patent Security Agreement]

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

CURRENT OWNER	TITLE	APPLN NO.	FILED	Patent No.	GRANT DATE	STATUS
Celonis SE.	Method For Determining Parallel Process Paths In Process Data	14846461	9/4/15	10848384	11/24/20	Granted
Celonis SE.	Method for Generating an Event Log	15006718	1/26/16	10073895	9/11/18	Granted
Celonis SE.	Method For The Analysis Of Processes	14846451	9/4/15	10162861	12/25/18	Granted
Celonis SE.	Method For The Efficient Analysis Of Process Data	14846440	9/4/15	10169407	1/1/19	Granted
Celonis SE.	Method For Determining A Net Throughput Time Between Process Steps Of A Process Instance	14846469	9/4/15	10706378	7/7/20	Granted
Celonis SE.	Method For Providing Business Process Analyses	15006732	1/26/16	10796257	10/6/20	Granted

2. PATENT APPLICATIONS

CURRENT OWNER	TITLE	APPLN NO.	FILED	Patent No.	GRANT DATE	STATUS
Celonis SE.	Method of Creating Process Protocols	16256380	1/24/19			Pending
Celonis SE.	METHOD FOR RESOLVING PROCESS ANOMALIES	17018296	3/12/18			Pending
Celonis SE.	METHOD FOR GENERATING PROCESS LOGS IN A DISTRIBUTED IT INFRASTRUCTURE	16942851	1/30/2018			Pending

3. PATENT LICENSES

None.