

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6458625

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
CODEOBJECTS INC.	12/17/2020

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	101 N. TRYON STREET
Internal Address:	MAC LEGAL (NCL-001-05-45)
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16412332

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: 212.701.3569
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Correspondent Name: DORIS KA
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Address Line 2: CAHILL GORDON & REINDEL LLP
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ATTORNEY DOCKET NUMBER:	41260.0294 2L
NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/18/2020

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of December 17, 2020, by and between CodeObjects Inc., a Delaware corporation, ("Grantor") and BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of July 31, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under: (a) all Patents owned by or exclusively licensed to Grantor, including but not limited to the Patents listed on Schedule I attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described herein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages and proceeds of suit arising therefrom, and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Patent Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing

in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. First Lien/Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this Patent Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to Jefferies Finance LLC, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of July 31, 2019, among Holdings, the Borrower, Jefferies Finance LLC, as administrative agent and collateral agent and as an issuing bank and swing line lender, and the lenders from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Second Priority Representative or any other secured party hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of July 31, 2019, among Jefferies Finance LLC, as First Lien Collateral Agent, Bank of America, N.A., as Initial Second Lien Representative, Holdings, the Company and the other parties thereto from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time (the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, 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.

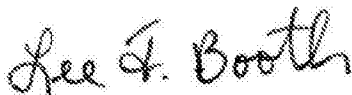
CODEOBJECTS INC.

By: 
Name: Gary Brian Dockray
Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Lee F. Booth
Title: Assistant Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

Title	Application No.	Patent No.	Owner
SYSTEMS AND METHODS FOR MULTI-CHANNEL MESSAGING AND COMMUNICATION	16/412,332	-	CodeObjects Inc.