

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6492081

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VELOCITY TECHNOLOGY SOLUTIONS, INC.	12/30/2020
NAVISITE LLC	12/30/2020
RECEIVING PARTY DATA	
Name:	ANKURA TRUST COMPANY, LLC
Street Address:	140 SHERMAN STREET
City:	FAIRFIELD
State/Country:	CONNECTICUT
Postal Code:	06824
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	9740363
Patent Number:	10841155
Patent Number:	10540053
Patent Number:	10719426
Application Number:	15414467
Application Number:	16930965
Application Number:	17097157
CORRESPONDENCE DATA	
Fax Number:	(704)503-2622
<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:	7045032600
Email:	msheehan@kslaw.com
Correspondent Name:	KING & SPALDING LLP
Address Line 1:	300 S. TRYON ST., STE 1700
Address Line 2:	ATTN: MOIRA SHEEHAN
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	27910.515005
NAME OF SUBMITTER:	MOIRA SHEEHAN
SIGNATURE:	/Moira Sheehan/

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DATE SIGNED:	01/12/2021
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Ankura Trust Company, LLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, NaviSite LLC, a Delaware limited liability company, and certain other Grantors are party to a Second Lien Security Agreement, dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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

As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Patent Collateral**”):

- (i) (a) all letters patent of the United States in or to which any Grantor now or hereafter owns or acquires any right, title or interest, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the USPTO including any of the foregoing listed in Schedule A; and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the

right to make, use and/or sell the inventions disclosed or claimed therein, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. 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.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

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.

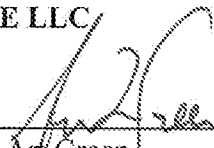
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VELOCITY TECHNOLOGY SOLUTIONS, INC.

By: 
Name: Art Green
Title: Chief Financial Officer

NAVISITE LLC

By: 
Name: Art Green
Title: Chief Financial Officer

ANKURA TRUST COMPANY, LLC,
as Administrative Agent

By: 
Name: Michael J. Fey
Title: Managing Director

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 054892 FRAME: 0976

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Current Owner of Record
METHODS AND SYSTEMS FOR MANAGING COMMUNITY INFORMATION	United States of America	14/477493	9/4/2014	9740363	8/22/2017	Registered	Velocity Technology Solutions, Inc.
SYSTEMS AND METHODS FOR EVENT MANAGEMENT IN ENTERPRISE RESOURCE PLANNING SYSTEMS	United States of America	15/414467	1/24/2017			Published	Velocity Technology Solutions, Inc.
SYSTEMS AND METHODS FOR MANAGEMENT OF CLOUD COMPUTING RESOURCES FOR INFORMATION SYSTEMS	United States of America	15/454932	3/9/2017	10841155	11/17/2020	Registered	Velocity Technology Solutions, Inc.
METHODS AND SYSTEMS FOR MANAGING COMMUNITY INFORMATION	United States of America	15/682333	8/21/2017	10540053	1/21/2020	Registered	Velocity Technology Solutions, Inc.

Title	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date	Status	Current Owner of Record
METHODS AND SYSTEMS FOR TESTING WEB APPLICATIONS	United States of America	15/940177	3/29/2018	10719426	7/21/2020	Registered	Velocity Technology Solutions, Inc.
METHODS AND SYSTEMS FOR TESTING WEB APPLICATIONS	United States of America	16/930965	7/16/2020			Published	Velocity Technology Solutions, Inc.
SYSTEMS AND METHODS FOR MANAGEMENT OF CLOUD COMPUTING RESOURCES FOR INFORMATION	United States of America	17097157	11/13/2020			Pending	Velocity Technology Solutions, Inc.

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RECORDED: 01/12/2021