

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6525923

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
GRYPHON NETWORKS CORP.		01/29/2021
RECEIVING PARTY DATA		
Name:	WESTERN ALLIANCE BANK	
Street Address:	ONE EAST WASHINGTON STREET, SUITE 1400	
City:	PHOENIX	
State/Country:	ARIZONA	
Postal Code:	85004	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	6130937	
Patent Number:	7194075	
Patent Number:	7158630	
Patent Number:	8572113	
Patent Number:	8732190	
Patent Number:	8249232	
Patent Number:	8005200	
Patent Number:	8526428	
Patent Number:	8050394	
Patent Number:	8385524	
Patent Number:	8634528	
Patent Number:	8499027	
Patent Number:	7574471	
Patent Number:	6330317	
Application Number:	09574605	
Application Number:	13953086	
Application Number:	14283551	
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
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:	1322463 PAT
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NAME OF SUBMITTER:	D'ARCY CONRIQUE
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SIGNATURE:	/D'Arcy Conrique/
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DATE SIGNED:	02/01/2021
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Total Attachments: 14

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “Agreement”), dated as of January 29, 2021, is made by Gryphon Networks Corp., a Delaware corporation (“Grantor”), in favor of **WESTERN ALLIANCE BANK**, an Arizona corporation (“Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the “Credit Agreement”), among Gryphon Acquisition, Inc., a Delaware corporation (“Holdings”), Grantor, the guarantors from time to time party thereto (the “Guarantors”, and collectively with Grantor and Holdings, the “Loan Parties”), Western Alliance Bank, an Arizona corporation (“WAB”), as agent for Lenders (WAB, in such capacity, the “Agent”), as Joint Lead Arranger and a Lender, Hercules Capital, Inc., a Maryland corporation (“Hercules”), as Joint Lead Arranger and a Lender, and the other banks, financial institutions and other entities from time to time parties thereto as Lenders (such lenders, together with their respective successors and permitted assigns, each a “Lender” and collectively, the “Lenders”). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

WHEREAS, pursuant to such Credit Agreement, Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of Grantor’s assets (other than the Excluded Property), including without limitation all of Grantor’s Intellectual Property and specifically including all of Grantor’s patents and all of Grantor’s filed patent applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “Grantor Patents”); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Agent’s Liens in the Grantor Patents.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Patent Collateral

Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, and each other Secured Party, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Patent Collateral”), excluding, in each case, the Excluded Property:

(a) all of its patents and filed patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and associated with, each such patent and patent application covered by (a) above;

(c) all patent applications, patents, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Patent Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Patent Collateral by or on behalf of Grantor; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Section 2. Credit Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens 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 of a conflict between the provisions of this Agreement and the Credit Agreement, the Credit Agreement shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office.

Section 4. Grantor Remains Liable

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements

Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Patent Collateral granted by, or subject to any application filed with, the United States Patent and Trademark Office ("Supplemental Patent Collateral"), Grantor shall, concurrently with the

next scheduled delivery of a Compliance Certificate under Section 9.3 of the Credit Agreement following acquisition of such new Supplemental Patent Collateral, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Supplemental Patent Collateral on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Supplemental Patent Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Supplemental Patent Collateral, and all Patent Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Patent Collateral hereunder.

Section 6. Representation and Warranties

Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a true and correct list of all Supplemental Patent Collateral owned by Grantor as of the Effective Date.

Section 7. Events of Default and Remedies

The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Patent Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Termination

This Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 10. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 11. Governing Law

This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the

laws of the State of New York other than conflicts of law rules that would permit or require the application of the laws of another jurisdiction. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantor), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

[Signature Pages Follow]

ACCEPTED AND AGREED
as of the date first above written:

AGENT:

WESTERN ALLIANCE BANK

By: 

Name: Rick Lamoignon

Title: Senior Director

[Signature Page to Patent Security Agreement]

DMS 18955898

PATENT
REEL: 055093 FRAME: 0008

**Schedule 1
to
Patent Security Agreement**

PATENTS

Grantor's U.S. patents and patent applications:

<u>Patent #</u>	<u>Application #</u>	<u>Title</u>	<u>Country</u>	<u>Filed/Entry Date</u>	<u>Granted</u>
6,130,937	08/853,563	SYSTEM AND PROCESS FOR AUTOMATIC STORAGE ENFORCEMENT AND OVERRIDE OF CONSUMER DO-NOT-CALL REQUESTS	US	5/8/1997	10/10/2000
7,194,075	10/877,050	SYSTEM AND PROCESS FOR AUTOMATIC STORAGE ENFORCEMENT AND OVERRIDE OF CONSUMER DO-NOT-CALL REQUESTS	US	6/25/2004	3/20/2007
7,158,630	10/338,518	DO-NOT-CALL COMPLIANCE MANAGEMENT FOR PREDICTIVE DIALER CALL CENTERS	US	1/8/2003	1/2/2007
8,572,113	12/874,864	NETWORK CALLING PRIVACY WITH RECORDING	U.S.	9/2/2010	10/29/2013
8,732,190	12/957,132	NETWORK CALLING PRIVACY WITH RECORDING	U.S.	11/30/2010	5/20/2014
8,249,232	10/820,452	SYSTEM AND METHOD FOR CONTROL OF COMMUNICATIONS	US	4/8/2004	8/21/2012
8,005,200	11/021,564	SYSTEM AND METHOD FOR	US	12/23/2004	8/23/2011

<u>Patent #</u>	<u>Application #</u>	<u>Title</u>	<u>Country</u>	<u>Filed/Entry Date</u>	<u>Granted</u>
		CONTROL OF COMMUNICATIONS CONNECTIONS AND NOTIFICATIONS			
8,526,428	11/111,494	SYSTEM AND METHOD FOR CONTROL OF COMMUNICATIONS CONNECTIONS AND NOTIFICATIONS	U.S.	4/21/2005	9/3/2013
8,050,394	11/242,614	SYSTEM AND METHOD FOR CONTROL OF COMMUNICATIONS CONNECTIONS AND NOTIFICATIONS	U.S.	10/3/2005	11-01-2011
8,385,524	13/187,943	SYSTEM AND METHOD FOR CONTROL OF COMMUNICATIONS CONNECTIONS AND NOTIFICATIONS	U.S.	7/21/2011	2/26/2013
8,634,528	13/892,091	SYSTEM AND METHOD FOR CONTROL OF COMMUNICATIONS CONNECTIONS AND NOTIFICATIONS	U.S.	5/10/2013	1/21/2014
8,499,027	10/933,116	SYSTEM AND METHOD FOR EXCHANGING INFORMATION WITH A RELATIONSHIP MANAGEMENT SYSTEM	US	9/2/2004	7/30/2013
7,574,471	11/071,988	SYSTEM AND METHOD FOR EXCHANGING INFORMATION WITH A RELATIONSHIP MANAGEMENT SYSTEM	US	3/4/2005	8/11/2009

Inactive and/or Expired Patents

<u>Publication/Grant Date</u>	<u>Publication/Grant Number</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Title</u>
2004-09-07	US6788773B1	2000-05-22	09/574605	System and process for automatic storage, enforcement and override of consumer do-not-call requests
	13/953,086	7/29/2013		SYSTEM AND METHOD FOR EXCHANGING INFORMATION WITH A RELATIONSHIP MANAGEMENT SYSTEM
	14/283,551	5/21/2014		COLLECTION COMPLIANCE SYSTEM
	6,330,317	11/9/1999	09/435,955	CALL BLOCKING SYSTEM

EXHIBIT A

SUPPLEMENT TO PATENT SECURITY AGREEMENT

THIS SUPPLEMENT TO PATENT SECURITY AGREEMENT (the “Supplement”) made as of this [] day of [], [] by Gryphon Networks Corp., a Delaware corporation (“Grantor”), in favor of **WESTERN ALLIANCE BANK** (“Agent”), with an address at One East Washington Street, Suite 1400, Phoenix, AZ 85004:

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Patent Security Agreement dated as of January 29, 2021 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Patent Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the Patent Agreement;

WHEREAS, pursuant to the terms of the Patent Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the Patent Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the Patent Agreement, Grantor has agreed that from time to time Grantor shall deliver to Agent a Supplement to the Patent Agreement in the form of Exhibit A to such Patent Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Supplemental Patent Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Supplemental Patent Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and associated with, any patent and patent application covered by (a) above; and

(c) all other property otherwise constituting Patent Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Patent Collateral described above shall be included in and be part of the Patent Collateral under and subject to all of the terms and provisions of the Patent Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a true and correct list of all Supplemental Patent Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original Patent Agreement or any Schedule to any other Supplement to the original Patent Agreement delivered by Grantor since the date thereof.

3. Incorporation of the Patent Agreement. The terms and provisions of the Patent Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Patent Agreement, all of the provisions of which Patent Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the Patent Security Agreement as of the date first written above.

GRANTOR:

GRYPHON NETWORKS CORP.

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement — Supplement Date _____]

ACCEPTED AND AGREED
as of the date first above written:

WESTERN ALLIANCE BANK

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement — Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK
SECURITY AGREEMENT

DMS 18955898.4

RECORDED: 02/01/2021

PATENT
REEL: 055093 FRAME: 0016