

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6535244

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
E2OPEN, LLC	02/04/2021
ZYME SOLUTIONS, INC.	02/04/2021
INTTRA INC.	02/04/2021
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7558842
Patent Number:	7664688
Patent Number:	7660788
Patent Number:	7788157
Patent Number:	6823340
Patent Number:	7574441
Patent Number:	7024632
Patent Number:	8370191
Patent Number:	7756794
Patent Number:	7827119
Patent Number:	7761387
Patent Number:	7752142
CORRESPONDENCE DATA	
Fax Number:	
<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:	2128192511
Email:	iprecordations@whitecase.com

Correspondent Name:	KATE ANDES
Address Line 1:	1221 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1117200-0276-CM65
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NAME OF SUBMITTER:	KATE ANDES
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SIGNATURE:	/Kate Andes/
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DATE SIGNED:	02/04/2021
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Total Attachments: 5

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PATENT SECURITY AGREEMENT, dated as of February 4, 2021 (this “Agreement”), among E2open, LLC, a Delaware limited liability company, Zyme Solutions, Inc., a Delaware corporation, and INTTRA Inc., a Delaware corporate, (each, a “Grantor” and collectively, the “Grantors”) and GOLDMAN SACHS BANK USA, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of February 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among E2OPEN INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), E2OPEN, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and GOLDMAN SACHS BANK USA, as the administrative agent, and (b) that certain Collateral Agreement, dated as of February 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and/or as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Patents and Patent applications listed on Schedule I attached hereto, (b) all reissues, substitutes, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights accruing thereunder or pertaining thereto throughout the world (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations,

including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations (other than any such obligations in respect of a Letter of Credit) as to which no claim has been made or which are otherwise not due) payable under any Loan Document, any Secured Swap Obligation and any Secured Cash Management Obligation, shall have been paid in full in cash and all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have been fully reimbursed, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 4 shall be without recourse or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**E2OPEN, LLC,
INTTRA INC.,
Each as Grantor**

By: _____

Name: Laura Fese

Title: Vice President and Secretary

ZYME SOLUTIONS, INC., as Grantor

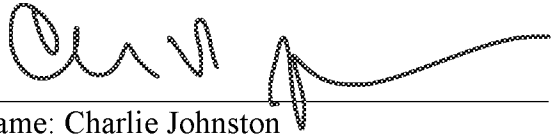
By: _____

Name: Laura Fese

Title: Secretary

[Signature Page to Patent Security Agreement]

GOLDMAN SACHS BANK USA, as
Collateral Agent

By 
Name: Charlie Johnston
Title: Authorized Signatory

Schedule I

PATENTS

Patent Registrations

OWNER	PATENT	PATENT NO.
E2open, LLC (f/k/a E2open, Inc.)	Large File Transfer in a Design Collaboration Environment	US Patent No. 7,558,842
E2open, LLC (f/k/a E2open, Inc.)	Managing Information in a Multi-Hub System for Collaborative Planning and Supply Chain Management	US Patent No. 7,664,688
E2open, LLC (f/k/a E2open, Inc.)	Mapping Part Numbers and Other Identifiers	US Patent No. 7,660,788
E2open, LLC (f/k/a E2open, Inc.)	Method for Business-to-Business Collaborative Viral Adoption	US Patent No. 7,788,157
E2open, LLC	Private Collaborative Planning in a Many-to-Many Hub	US Patent No. 6,823,340
E2open, LLC (f/k/a E2open, Inc.)	Private Collaborative Planning in a Many-to-Many Hub	US Patent No. 7,574,441
E2open, LLC (f/k/a E2open, Inc.)	Trading Platform User Interface in a Many-to-Many Hub	US Patent No. 7,024,632
Zyme Solutions, Inc.	Method and System for Generating Quantitative Indicators	US Patent No. 8,370,191
INTTRA Inc.	Common Carrier System	U.S. Patent No. 7,756,794
INTTRA Inc.	Common Carrier System	U.S. Patent No. 7,827,119
INTTRA Inc.	Common Carrier System	U.S. Patent No. 7,761,387
INTTRA Inc.	Common Carrier System	U.S. Patent No. 7,752,142

Patent Applications

None