

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6547401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
VIRTUSA CORPORATION		02/11/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	900 W TRADE STREET	
<b>Internal Address:</b>	GATEWAY VILLAGE - 900 BUILDING NC1-026-06-09 (MACLEGAL)	
<b>City:</b>	CHARLOTTE	
<b>State/Country:</b>	NORTH CAROLINA	
<b>Postal Code:</b>	28255-0001	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9612831	
<b>Patent Number:</b>	10768914	
<b>Application Number:</b>	16748954	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(800)914-4240	
<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>		
<b>Phone:</b>	8007130755	
<b>Email:</b>	james.murray@wolterskluwer.com	
<b>Correspondent Name:</b>	CT CORPORATION	
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY	
<b>Address Line 2:</b>	SUITE 125	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219	
<b>NAME OF SUBMITTER:</b>	DORIS KA	
<b>SIGNATURE:</b>	/Doris Ka/	
<b>DATE SIGNED:</b>	02/11/2021	
<b>Total Attachments: 6</b>		
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**PATENT**

**REEL: 055280 FRAME: 0603**

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Virtusa Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) February 11, 2021

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Bank of America, N.A., as Collateral Agent

Internal Address: Gateway Village - 900 Building

NC1-026-06-09 (MacLegal)

Street Address: 900 W Trade Street

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

16748954

B. Patent No.(s)

9612831, 10768914

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Austin (08061.2011)

Email Address: dka@cahill.com

**6. Total number of applications and patents involved:** <sup>3</sup> \_\_\_\_\_

**7. Total fee** (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature:**

Doris Ka

February 11, 2021

Signature

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

**6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is entered into as of February 11, 2021, by and among Virtusa Corporation, 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 Pledge and Security Agreement, dated as of February 11, 2021 (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 Borrowers 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, designs 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"). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Patent Collateral" include, or the security interests attach to, any Excluded Asset.

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. 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. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

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.

VIRTUSA CORPORATION

By: 

Name: Ranjan Kalia

Title: Chief Financial Officer

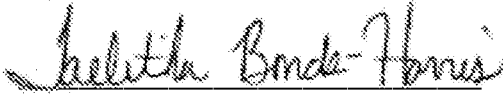
[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 055280 FRAME: 0607**

Accepted and Agreed:

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

By:

A handwritten signature in dark ink, appearing to read "Taelitha Bonds-Harris", written over a horizontal line.

Name: Taelitha Bonds-Harris

Title: Assistant Vice President

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:**

	<b>Owner</b>	<b>Patent Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
1.	Virtusa Corporation	System and Method to Measure and Incentivize Software Reuse	13301341	11/21/2011	9612831	04/04/2017
2.	Virtusa Corporation	Analysis and generation of structured programming based on disparate application configurations	16409342	05/10/2019	10768914	09/08/2020
3.	Virtusa Corporation	Requirement gathering in process automation	16748954	01/22/2020	NA	NA