

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6666960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RPX CORPORATION	02/05/2021

RECEIVING PARTY DATA

Name:	BARINGS FINANCE LLC, AS COLLATERAL AGENT
Street Address:	300 SOUTH TRYON STREET
Internal Address:	SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202

PROPERTY NUMBERS Total: 84

Property Type	Number
Patent Number:	6307629
Patent Number:	6490038
Patent Number:	6915955
Patent Number:	7113283
Patent Number:	7397541
Patent Number:	8472012
Patent Number:	8786844
Patent Number:	5745229
Patent Number:	5759030
Patent Number:	5851113
Patent Number:	5871351
Patent Number:	5880826
Patent Number:	5883708
Patent Number:	5926262
Patent Number:	5966205
Patent Number:	6038016
Patent Number:	6040902
Patent Number:	6118521
Patent Number:	6127673

PATENT

Property Type	Number
Patent Number:	6188471
Patent Number:	6222620
Patent Number:	6233047
Patent Number:	6239868
Patent Number:	6246471
Patent Number:	6246479
Patent Number:	6249339
Patent Number:	6249340
Patent Number:	6249348
Patent Number:	6254385
Patent Number:	6264470
Patent Number:	6271913
Patent Number:	6301004
Patent Number:	6362888
Patent Number:	6373573
Patent Number:	6381017
Patent Number:	6414750
Patent Number:	6449041
Patent Number:	6501542
Patent Number:	6519037
Patent Number:	6538726
Patent Number:	6570654
Patent Number:	6573984
Patent Number:	6583866
Patent Number:	6590660
Patent Number:	6726476
Patent Number:	6870616
Patent Number:	6888634
Patent Number:	6950189
Patent Number:	6958810
Patent Number:	7018204
Patent Number:	7069186
Patent Number:	7097450
Patent Number:	7119892
Patent Number:	7139068
Patent Number:	7240839
Patent Number:	7244122
Patent Number:	7397562

Property Type	Number
Patent Number:	7400404
Patent Number:	7403285
Patent Number:	7538878
Patent Number:	7682150
Patent Number:	7785103
Patent Number:	8159666
Patent Number:	8792097
Patent Number:	8817243
Patent Number:	8998613
Application Number:	12661542
Application Number:	11879480
Application Number:	12217512
Application Number:	12660691
Application Number:	12148529
Application Number:	12661469
Application Number:	11601593
Application Number:	12807242
Application Number:	12217506
Application Number:	12660696
Application Number:	13199391
Application Number:	12218978
Application Number:	12661419
PCT Number:	US9700129
PCT Number:	US9700126
PCT Number:	US9813764
PCT Number:	US9813765
PCT Number:	US0035274

CORRESPONDENCE DATA

Fax Number: (212)294-4700

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: 2122946635

Email: dkumar@winston.com

Correspondent Name: WINSTON & STRAWN LLP - BECKY TROUTMAN

Address Line 1: 101 CALIFORNIA STREET

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER: 014044.00156-RPX-BARINGS

NAME OF SUBMITTER: BECKY L. TROUTMAN

SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	04/21/2021
Total Attachments: 6 source=RPX Patent Security Agreement for Q4 2020 Patent Acquisitions#page1.tif source=RPX Patent Security Agreement for Q4 2020 Patent Acquisitions#page2.tif source=RPX Patent Security Agreement for Q4 2020 Patent Acquisitions#page3.tif source=RPX Patent Security Agreement for Q4 2020 Patent Acquisitions#page4.tif source=RPX Patent Security Agreement for Q4 2020 Patent Acquisitions#page5.tif source=RPX Patent Security Agreement for Q4 2020 Patent Acquisitions#page6.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of February 5, 2021 (this "Patent Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Barings Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of October 23, 2020 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, RPX Corporation, a Delaware corporation (the "Parent Borrower" and, together with each Additional Borrower from time to time party thereto, the "Borrowers" and each individually, a "Borrower"), Riptide Parent, LLC, a Delaware limited liability company, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

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 the Pledgors hereby acknowledge and affirm 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, 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.


SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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

PLEDGOR:

RPX CORPORATION

By: 
Name: Emily Gavin
Title: General Counsel

Accepted and Agreed:

BARINGS FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Asset Status	Country	Application Number	Filing Date	Patent Number	Issue Date
EXPIRED	US	US09267825	3/12/1999	US6307629B1	10/23/2001
EXPIRED	US	US09397156	9/15/1999	US6490038B1	12/3/2002
EXPIRED	US	US10039205	1/4/2002	US6915955B2	7/12/2005
EXPIRED	US	US11235969	9/26/2005	US7110096B2	9/19/2006
EXPIRED	US	US10302459	11/22/2002	US7113283B2	9/26/2006
EXPIRED	US	US11523798	9/18/2006	US7397541B2	7/8/2008
EXPIRED	US	US13597024	8/28/2012	US8472012B2	6/25/2013
EXPIRED	US	US13604420	9/5/2012	US8786844B2	7/22/2014
EXPIRED	US	US08581851	1/2/1996	US5745229A	4/28/1998
EXPIRED	US	US08582054	1/2/1996	US5759030A	6/2/1998
EXPIRED	US	US08909991	8/12/1997	US5851113A	12/22/1998
EXPIRED	US	US08909982	8/12/1997	US5871351A	2/16/1999
EXPIRED	US	US08886564	7/1/1997	US5880826A	3/9/1999
EXPIRED	US	US08909989	8/12/1997	US5883708A	3/16/1999
EXPIRED	US	US08886223	7/1/1997	US5926262A	7/20/1999
EXPIRED	US	US08886566	7/1/1997	US5966205A	10/12/1999
EXPIRED	US	US09360529	7/26/1999	US6038016A	3/14/2000
EXPIRED	US	US08909666	8/12/1997	US6040902A	3/21/2000
EXPIRED	US	US09113033	7/9/1998	US6118521A	9/12/2000
EXPIRED	US	US09113805	7/9/1998	US6127673A	10/3/2000
EXPIRED	US	US09429761	10/28/1999	US6188471B1	2/13/2001
EXPIRED	US	US09626933	7/27/2000	US6222620B1	4/24/2001
EXPIRED	US	US09091208	6/8/1998	US6233047B1	5/15/2001
EXPIRED	US	US09113656	7/10/1998	US6239868B1	5/29/2001
EXPIRED	US	US09480312	1/10/2000	US6246471B1	6/12/2001
EXPIRED	US	US09471953	12/23/1999	US6246479B1	6/12/2001
EXPIRED	US	US09500199	2/7/2000	US6249339B1	6/19/2001
EXPIRED	US	US09263919	3/5/1999	US6249340B1	6/19/2001
EXPIRED	US	US09471300	12/23/1999	US6249348B1	6/19/2001
EXPIRED	US	US09091170	6/8/1998	US6254385B1	7/3/2001
EXPIRED	US	US08909664	8/12/1997	US6264470B1	7/24/2001
EXPIRED	US	US09462016	12/29/1999	US6271913B1	8/7/2001
EXPIRED	US	US09586539	5/31/2000	US6301004B1	10/9/2001
EXPIRED	US	US09881371	6/13/2001	US6362888B1	3/26/2002
EXPIRED	US	US09524121	3/13/2000	US6373573B1	4/16/2002
EXPIRED	US	US09968302	10/1/2001	US6381017B2	4/30/2002

Asset Status	Country	Application Number	Filing Date	Patent Number	Issue Date
EXPIRED	US	US09877847	6/8/2001	US6414750B2	7/2/2002
EXPIRED	US	US09657770	1/8/2001	US6417917B1	7/9/2002
EXPIRED	US	US09198591	11/23/1998	US6449041B1	9/10/2002
EXPIRED	US	US09462020	12/29/1999	US6501542B2	12/31/2002
EXPIRED	US	US09872365	6/1/2001	US6519037B2	2/11/2003
EXPIRED	US	US10161853	6/3/2002	US6538726B2	3/25/2003
EXPIRED	US	US10134087	4/25/2002	US6570654B2	5/27/2003
EXPIRED	US	US09922180	8/2/2001	US6573984B2	6/3/2003
EXPIRED	US	US10160843	5/30/2002	US6583866B2	6/24/2003
EXPIRED	US	US10103514	3/21/2002	US6590660B2	7/8/2003
EXPIRED	US	US09865801	5/25/2001	US6726476B2	4/27/2004
EXPIRED	US	US10215726	8/8/2002	US6870616B2	3/22/2005
EXPIRED	US	US10302512	11/22/2002	US6888634B2	5/3/2005
EXPIRED	US	US10407623	4/4/2003	US6950189B2	9/27/2005
EXPIRED	US	US10453832	6/2/2003	US6958810B2	10/25/2005
EXPIRED	US	US09872071	6/1/2001	US7018204B2	3/28/2006
EXPIRED	US	US09872039	6/1/2001	US7069186B2	6/27/2006
EXPIRED	US	US10407624	4/4/2003	US7097450B2	8/29/2006
EXPIRED	US	US11118903	4/29/2005	US7119892B2	10/10/2006
EXPIRED	US	US11257625	10/24/2005	US7139068B2	11/21/2006
EXPIRED	US	US11179921	7/11/2005	US7240839B2	7/10/2007
EXPIRED	US	US09904610	7/12/2001	US7244122B2	7/17/2007
EXPIRED	US	US11475717	6/26/2006	US7397562B2	7/8/2008
EXPIRED	US	US11523763	9/18/2006	US7400404B2	7/15/2008
EXPIRED	US	US11085934	3/21/2005	US7403285B2	7/22/2008
EXPIRED	US	US11827439	7/11/2007	US7538878B2	5/26/2009
EXPIRED	US	US11510494	8/25/2006	US7682150B2	3/23/2010
EXPIRED	US	US12148530	4/20/2008	US7785103B2	8/31/2010
EXPIRED	US	US12218339	7/14/2008	US8159666B2	4/17/2012
EXPIRED	US	US12454830	5/22/2009	US8792097B2	7/29/2014
EXPIRED	US	US13506386	4/16/2012	US8817243B2	8/26/2014
EXPIRED	US	US13612123	9/12/2012	US8998613B2	4/7/2015
EXPIRED	AU	2598601	12/26/2000	AU2598601A	7/3/2001
EXPIRED	AU	1571397	1/2/1997	AU733060B2	5/3/2001
EXPIRED	AU	1571497	1/2/1997	AU734091B2	6/7/2001
EXPIRED	AU	8380298	6/30/1998	AU757807B2	3/6/2003
EXPIRED	AU	8380398	6/30/1998	AU8380398A	1/25/1999
EXPIRED	BR	9810655	6/30/1998	BR9810655A	10/30/2001
EXPIRED	CA	2238498	1/2/1997	CA2238498A1	7/10/1997
EXPIRED	CA	2238499	1/2/1997	CA2238499C	5/19/2009
EXPIRED	CA	2294880	6/30/1998	CA2294880A1	1/14/1999
EXPIRED	CA	2295056	6/30/1998	CA2295056A1	1/14/1999
EXPIRED	EP	98934233	6/30/1998		

Asset Status	Country	Application Number	Filing Date	Patent Number	Issue Date
EXPIRED	EP	989487	12/26/2000		
EXPIRED	JP	52463497	1/2/1997	JP3981154B2	9/26/2007
EXPIRED	JP	52463597	1/2/1997	JP4219981B2	2/4/2009
EXPIRED	JP	2005208944	7/19/2005	JP4243263B2	3/25/2009
EXPIRED	JP	50736799	6/30/1998	JP4553990B2	9/29/2010
EXPIRED	KR	1998070507 0	6/30/1998	KR100432764B 1	9/13/2004
EXPIRED	NO	983057	7/1/1998	NO983057D0	7/1/1998
EXPIRED	NO	983058	7/1/1998	NO983058D0	7/1/1998
EXPIRED	US	US12661542	3/17/2010	US20110070559A1	
EXPIRED	US	US11879480	7/16/2007	US20080102417A1	
EXPIRED	US	US12217512	7/3/2008	US20090073422A1	
EXPIRED	US	US12660691	3/1/2010	US20110255092A1	
EXPIRED	US	US11542606	10/2/2006	US20070146712A1	
EXPIRED	US	US12148529	4/20/2008	US20090079966A1	
EXPIRED	US	US12661469	3/17/2010	US20110261350A1	
EXPIRED	US	US11601593	11/17/2006	US20070188738A1	
EXPIRED	US	US12807242	8/30/2010	US20110151410A1	
EXPIRED	US	US12217506	7/3/2008	US20090073421A1	
EXPIRED	US	US12660696	3/1/2010	US20110013191A1	
EXPIRED	US	US13199391	8/25/2011	US20120147376A1	
EXPIRED	US	US12218978	7/18/2008	US20090073423A1	
EXPIRED	US	US12661419	3/15/2010	US20110199606A1	
EXPIRED	WO	9700129	1/2/1997	WO9724075A1	7/10/1997
EXPIRED	WO	9700126	1/2/1997	WO9724587A1	7/10/1997
EXPIRED	WO	9813764	6/30/1998	WO9901745A1	1/14/1999
EXPIRED	WO	9813765	6/30/1998	WO9901746A1	1/14/1999
EXPIRED	WO	35274	12/26/2000	WO0146659A1	6/28/2001