

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6705428

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the PROPERTY NUMBERS SECTION. PATENT NUMBERS 10003946 AND 10119825 WERE INCORRECTLY DESIGNATED AS APPLICATION NUMBERS. previously recorded on Reel 052323 Frame 0254. Assignor(s) hereby confirms the ASSIGNMENT OF SECURITY INTEREST IN PATENTS.
RESUBMIT DOCUMENT ID:	506609620
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
BANK OF AMERICA, N.A., AS EXISTING AGENT	04/02/2020

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS SUCCESSOR AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 42

Property Type	Number
Patent Number:	9423983
Patent Number:	9201943
Patent Number:	8271504
Patent Number:	7689623
Patent Number:	8001134
Patent Number:	6408314
Application Number:	15485966
Application Number:	62510577
Application Number:	15628290
Patent Number:	7757116
Patent Number:	8429450
Patent Number:	7895501
Patent Number:	7478140
Patent Number:	7124055
Patent Number:	6745150
Patent Number:	7783650

PATENT

Property Type	Number
Patent Number:	6651067
Patent Number:	8042041
Patent Number:	6651142
Patent Number:	7055097
Patent Number:	7779059
Patent Number:	7668651
Patent Number:	9323779
Patent Number:	7526379
Patent Number:	7818333
Patent Number:	7836047
Patent Number:	6868410
Patent Number:	7685108
Patent Number:	7039640
Patent Number:	7386318
Patent Number:	8407615
Patent Number:	7684612
Patent Number:	7853070
Patent Number:	8200005
Patent Number:	7542039
Patent Number:	7539573
Patent Number:	9031931
Patent Number:	9672258
Patent Number:	9877031
Patent Number:	10003946
Patent Number:	10119825
Application Number:	16520517

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: JENNIFER TINDIE

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1355664 1L
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NAME OF SUBMITTER:	JENNY LIM
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SIGNATURE:	/Jenny Lim/
DATE SIGNED:	05/12/2021
Total Attachments: 10 source=assignment-pat-52323-254#page1.tif source=assignment-pat-52323-254#page2.tif source=assignment-pat-52323-254#page3.tif source=assignment-pat-52323-254#page4.tif source=assignment-pat-52323-254#page5.tif source=assignment-pat-52323-254#page6.tif source=assignment-pat-52323-254#page7.tif source=assignment-pat-52323-254#page8.tif source=assignment-pat-52323-254#page9.tif source=assignment-pat-52323-254#page10.tif	

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6048356

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN PATENTS	
SEQUENCE:	1	
CONVEYING PARTY DATA		
Name		Execution Date
BANK OF AMERICA, N.A., AS EXISTING AGENT		04/02/2020
RECEIVING PARTY DATA		
Name:	JEFFERIES FINANCE LLC, AS SUCCESSOR AGENT	
Street Address:	520 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 42		
Property Type	Number	
Patent Number:	9423983	
Patent Number:	9201943	
Patent Number:	8271504	
Patent Number:	7689623	
Patent Number:	8001134	
Patent Number:	6408314	
Application Number:	15485966	
Application Number:	62510577	
Application Number:	15628290	
Patent Number:	7757116	
Patent Number:	8429450	
Patent Number:	7895501	
Patent Number:	7478140	
Patent Number:	7124055	
Patent Number:	6745150	
Patent Number:	7783650	
Patent Number:	6651067	
Patent Number:	8042041	
Patent Number:	6651142	

PATENT

Property Type	Number
Patent Number:	7055097
Patent Number:	7779059
Patent Number:	7668651
Patent Number:	9323779
Patent Number:	7526379
Patent Number:	7818333
Patent Number:	7836047
Patent Number:	6868410
Patent Number:	7685108
Patent Number:	7039640
Patent Number:	7386318
Patent Number:	8407615
Patent Number:	7684612
Patent Number:	7853070
Patent Number:	8200005
Patent Number:	7542039
Patent Number:	7539573
Patent Number:	9031931
Patent Number:	9672258
Patent Number:	9877031
Application Number:	10003946
Application Number:	10119825
Application Number:	16520517

CORRESPONDENCE DATA

Fax Number:

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Phone: 202.370.4750

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Correspondent Name: JENNIFER TINDIE

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:	1206908 A
NAME OF SUBMITTER:	THERESA VOLANO
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	04/06/2020

Total Attachments: 7

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ASSIGNMENT OF SECURITY INTEREST IN PATENTS

This Assignment of Security Interest in Patents (“Assignment”), effective as of April 2, 2020, is made by Bank of America, N.A., as Administrative Agent and Collateral Agent (in such capacities, the “Existing Agent”) under the Credit Agreement, as defined below and Jefferies Finance LLC as successor Administrative Agent and Collateral Agent (in such capacities, the “Successor Agent”) under the Credit Agreement, in connection with:

(i) that certain First Lien Credit Agreement dated as of August 16, 2017 (as amended by Incremental Facility Agreement No. 1, dated as of June 29, 2018, Incremental Facility Agreement No. 2, dated as of September 24, 2018, Incremental Facility Agreement No. 3, dated as of November 6, 2018, Incremental Facility Agreement No. 4, dated as of December 2, 2019 and as further amended, restated, amended and restated, supplemented, waived or otherwise modified prior to the date hereof, the “Credit Agreement”), among Starfish Holdco, LLC (“Holdings”), Vision Solutions, Inc. (which is successor by merger to Vero Parent, Inc.) (“Vision”), Syncsort Incorporated (which is successor by merger to Sahara Parent, Inc.) (“Syncsort” and, together with Holdings and Vision, the “Loan Parties”), the lenders from time to time party thereto, the Existing Agent and the other parties party thereto;

(ii) the First Lien Collateral Agreement, by and among the Loan Parties and the other grantors thereto and the Existing Agent, dated as of August 16, 2017 (as supplemented by Supplement No. 1 dated February 25, 2019, Supplement No. 2 dated October 18, 2019 and Supplement No. 3 dated December 2, 2019, the “Collateral Agreement”);

(iii) the First Lien Patent Security Agreement, entered into by Syncsort Incorporated and the Existing Agent, dated as of August 16, 2017 (the “Syncsort Patent Security Agreement”) and recorded with the United States Patent and Trademark Office (the “USPTO”) on August 18, 2017 at Reel/Frame No. 043334/0659;

(iv) the First Lien Patent Security Agreement, entered into by Vision Solutions, Inc. and the Existing Agent, dated as of August 16, 2017 (the “Vision Patent Security Agreement”) and recorded with the USPTO on August 18, 2017 at Reel/Frame No. 043334/0722;

(v) the First Lien Patent Security Agreement, entered into by Pitney Bowes Software Inc., Portrait International, Inc. and the Existing Agent, dated as of December 2, 2019 (the “Supplement No. 3 Patent Security Agreement” and, together with the Syncsort Patent Security Agreement and the Vision Patent Security Agreement, the “Patent Security Agreements”) and recorded with the USPTO on December 20, 2019 at Reel/Frame No. 051383/0336; and

(vi) the Agency Resignation, Appointment and Assumption Agreement, entered into by and among the Existing Agent, Successor Agent, the loan parties party thereto and the lenders under the Credit Agreement party thereto (the “Transfer Agreement”), dated as of April 2, 2020.

Unless expressly provided otherwise herein, terms defined or that have their meaning provided for in the Collateral Agreement, the Patent Security Agreements or the Transfer Agreement, as applicable, shall have the same meaning when used in this Assignment (including those defined terms incorporated by reference therein).

W I T N E S S E T H

WHEREAS, pursuant to the Collateral Agreement and Patent Security Agreements, Vision, Syncsort, Pitney Bowes Software Inc. and Portrait International, Inc. (collectively, the “Grantors”) granted to the Existing Agent, for the benefit of the Secured Parties thereto, a security interest in all of the Collateral, including the Patent Collateral listed in Schedule A hereto (the “Secured IP”); and

WHEREAS, pursuant to the Transfer Agreement, the Grantors thereto have agreed to grant to the Successor Agent a security interest in the Secured IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Collateral Agent hereby assigns to the Successor Agent each of the liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the Collateral Agreement and Patent Security Agreements over the Secured IP, and the Successor Agent hereby assumes all such liens and security interests for the benefit of itself and the Secured Parties to the Transfer Agreement.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the assignment of the liens and security interests set forth herein with the USPTO. The liens and security interests referred to herein are expressly subject to the terms and conditions of the Patent Security Agreements and the Transfer Agreement. The Patent Security Agreements and the Transfer Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

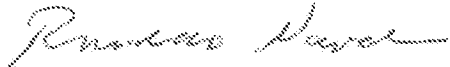
SECTION 3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

SECTION 4. Counterparts. This Assignment 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. This Assignment shall become effective when it shall have been executed by the Successor Agent and when the Successor Agent shall have received counterparts hereof which bear the signature of the Existing Agent, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or other electronic imaging means (including in .pdf format) shall be effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Existing Agent

By: 
Name: Ronaldo Naval
Title: Vice President

[Signature Page to IP Assignment – Patents]

PATENT
REEL: 056304 FRAME: 0899

JEFFERIES FINANCE LLC,
as Successor Agent

By: J.R. Young
Name: JR Young
Title: Managing Director

[Signature Page to IP Assignment – Patents]

PATENT
REEL: 056304 FRAME: 0900

SCHEDULE A

Patent Collateral

Title	Patent or Application No.	Issue / Filing Date	Owner
Intelligent Storage Controller	9,423,983	8/23/2016	Syncsort Incorporated
Systems for performing an external (disk-based) sort of a large data file which take advantage of "presorted" data already present in the input	9,201,943	12/1/2015	Syncsort Incorporated
Systems for performing an external (disk-based) sort of a large data file which take advantage of "presorted" data already present in the input	8,271,504	9/18/2012	Syncsort Incorporated
Method for performing an external (disk-based) sort of a large data file which takes advantage of "presorted" data already present in the input	7,689,623	3/30/2010	Syncsort Incorporated
Method for performing an external (disk-based) sort of a large data file which takes advantage of "presorted" data already present in the input	8,001,134	8/16/2011	Syncsort Incorporated
Method of performing a high-performance sort which gains efficiency by reading input file blocks sequentially	6,408,314	6/18/2002	Syncsort Incorporated
Methods And Apparatus For Capturing And Determining Mainframe Operating System Events	15/485,966	4/12/2017	Syncsort Incorporated
Methods And Apparatus To Store And Enable New File Formats For Distributed Processing And Preserve Data Integrity Through Distributed Storage Blocks	62/510,577	5/24/2017	Syncsort Incorporated
Methods And Apparatus For Selective Capture Of Mainframe Operating System Records	15/628,290	6/20/2017	Syncsort Incorporated
METHOD AND SYSTEM FOR COORDINATED MULTIPLE CLUSTER FAILOVER	7,757,116	7/13/2010	Vision Solutions, Inc.
METHOD AND SYSTEM FOR COORDINATED MULTIPLE CLUSTER FAILOVER	8,429,450	4/23/2013	Vision Solutions, Inc.
METHOD FOR AUDITING DATA INTEGRITY IN A HIGH AVAILABILITY DATABASE	7,895,501	2/22/2011	Vision Solutions, Inc.
SYSTEM AND METHOD FOR SENDING ELECTRONIC MAIL AND PARCEL DELIVERY NOTIFICATION USING RECIPIENT'S IDENTIFICATION INFORMATION	7478140	01/13/2009	Pitney Bowes Software Inc.
TIME SERIES ANALYSIS AND FORECASTING PROGRAM	7124055	10/17/2006	Pitney Bowes Software Inc.
TIME SERIES ANALYSIS AND FORECASTING PROGRAM	6745150	06/01/2004	Pitney Bowes Software Inc.
METHOD AND APPARATUS FOR CREATING A LINEAGE OF A DATA FIELD IN A DATA FLOW SYSTEM	7783650	08/24/2010	Pitney Bowes Software Inc.

Title	Patent or Application No.	Issue / Filing Date	Owner
METHOD AND APPARATUS FOR CREATING A DATA SET WITH PENDING RESULTS	6651067	11/18/2003	Pitney Bowes Software Inc.
METHOD AND APPARATUS FOR PIPELINED PROCESSING OF DATA	8042041	10/18/2011	Pitney Bowes Software Inc.
METHOD AND APPARATUS FOR PROCESSING DATA USING MULTI-TIER CACHING	6651142	11/18/2003	Pitney Bowes Software Inc.
DISPLAYING A LARGE AMOUNT OF INFORMATION IN A BROWSER WINDOW	7055097	05/30/2006	Pitney Bowes Software Inc.
GEOCODING AND ADDRESS HYGIENE SYSTEM EMPLOYING POINT LEVEL AND CENTERLINE DATA SETS	7779059	08/17/2010	Pitney Bowes Software Inc.
REVERSE GEOCODING SYSTEM USING COMBINED STREET SEGMENT AND POINT DATASETS	7668651	02/23/2010	Pitney Bowes Software Inc.
REVERSE GEOCODING SYSTEM USING COMBINED STREET SEGMENT AND POINT DATASETS	9323779	04/26/2016	Pitney Bowes Software Inc.
DETERMINING ELEVATION VALUES IN A GEOCODING SYSTEM	7526379	04/28/2009	Pitney Bowes Software Inc.
UNIVERSAL ADDRESS PARSING SYSTEM AND METHOD	7818333	10/19/2010	Pitney Bowes Software Inc.
METHOD FOR ASSIGNMENT OF POINT LEVEL ADDRESS GEOCODES TO STREET NETWORKS	7836047	11/16/2010	Pitney Bowes Software Inc.
HIGH-PERFORMANCE LOCATION MANAGEMENT PLATFORM	6868410	03/15/2005	Pitney Bowes Software Inc.
SYSTEM AND METHOD FOR GEOCODING DIVERSE ADDRESS FORMATS	7685108	03/23/2010	Pitney Bowes Software Inc.
SYSTEM AND METHOD FOR GEOCODING DIVERSE ADDRESS FORMATS	7039640	05/02/2006	Pitney Bowes Software Inc.
LOCATION BASED SERVICE PROVIDER	7386318	06/10/2008	Pitney Bowes Software Inc.
METHOD OF DISPLAYING AND INTERACTING WITH INFORMATION ON A ROTARY FABRIC	8407615	03/26/2013	Pitney Bowes Software Inc.
METHOD AND APPARATUS FOR STORING 3D INFORMATION WITH RASTER IMAGERY	7684612	03/23/2010	Pitney Bowes Software Inc.
METHOD AND APPARATUS FOR STORING 3D INFORMATION WITH RASTER IMAGERY	7853070	12/14/2010	Pitney Bowes Software Inc.

Title	Patent or Application No.	Issue / Filing Date	Owner
METHOD AND APPARATUS FOR STORING 3D INFORMATION WITH RASTER IMAGERY	8200005	06/12/2012	Pitney Bowes Software Inc.
METHOD AND APPARATUS OF CHOOSING RANGES FROM A SCALE OF VALUES IN A USER INTERFACE	7542039	06/02/2009	Pitney Bowes Software Inc.
ENHANCED POSITIONAL ACCURACY IN GEOCODING BY DYNAMIC INTERPOLATION	7539573	05/26/2009	Pitney Bowes Software Inc.
SYSTEMS AND METHODS FOR PROVIDING QUERY RESULTS TO A USER IN AN INTUITIVE GRAPHICAL FORMAT	9031931	05/12/2015	Pitney Bowes Software Inc.
Systems and Methods for Dynamically Selecting Graphical Query Result Display Modes	9672258	06/06/2017	Pitney Bowes Software Inc.
SYSTEM AND METHOD FOR MULTI- RESOLUTION RASTER DATA PROCESSING	9877031	01/23/2018	Pitney Bowes Software Inc.
ENHANCED SPATIAL INDEX FOR POINT IN POLYGON OPERATIONS	10003946	06/19/2018	Pitney Bowes Software Inc.
SYSTEM AND METHOD FOR GEOCODING POSITIONAL ACCURACY	10119825	11/06/2018	Pitney Bowes Software Inc.
SYSTEM AND METHOD FOR IMPROVING GEOCODING PERFORMANCE	16/520517	07/24/2019	Pitney Bowes Software Inc.