

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6820425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
UNIFY SQUARE, INC.	07/16/2021
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9071677
Patent Number:	9503570
Patent Number:	10674007
Patent Number:	9860368
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	36084-30041
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	07/19/2021
Total Attachments: 4	
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THIS PATENT SECURITY AGREEMENT, dated as of July 16, 2021, is made by the entity listed on the signature page hereof (the “Grantor”, in favor of JPMorgan Chase Bank, N.A. (“JPMorgan”), as Administrative Agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of October 29, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders, the Issuing Banks from time to time party thereto and JPMorgan, as Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Credit Agreement to guarantee the Secured Obligations (as defined in the Credit Agreement);

WHEREAS, the Grantor has agreed, pursuant to the Amended and Restated Security Agreement dated as of October 29, 2020 in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to grant liens on all of its Collateral (as defined in the Security Agreement) to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those Patents and material IP Licenses referred to on Schedule 1 hereto;

(e) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(f) 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 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement (which is hereby reaffirmed, ratified and confirmed) and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the 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.

Very truly yours,

UNIFY SQUARE, INC.
as Grantor

By: 

Name: Leon Gilbert
Title: President

Signature Page to Patent Security Agreement - JPM

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

1. REGISTERED PATENTS

Title	Patent Number	Issue Date
Enhanced data capture, analysis, and reporting for unified communications	9,071,677	6/30/15
Enhanced Data Capture, Analysis, and Reporting for Unified Communications	9,503,570	11/22/16
Enhanced Data Capture, Analysis, and Reporting for Unified Communications	10,674,007	6/2/20
Advanced tools for unified communication data management and analysis	9,860,368	1/2/18

2. PATENT APPLICATIONS

None.

3. MATERIAL IP LICENSES

None.