

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6840477

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EQUILEND HOLDINGS LLC	07/27/2021
RECEIVING PARTY DATA		
Name:	ALTER DOMUS (US) LLC	
Street Address:	225 WEST WASHINGTON STREET	
Internal Address:	9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	8185466
	Patent Number:	8682780
	Patent Number:	8706610
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:	860-263-2937	
Email:	nicole.pappa@akingump.com	
Correspondent Name:	NICOLE PAPPA	
Address Line 1:	65 MEMORIAL DRIVE, SUITE C340	
Address Line 2:	AKIN GUMP	
Address Line 4:	WEST HARTFORD, CONNECTICUT 06107	
NAME OF SUBMITTER:	NICOLE PAPPA	
SIGNATURE:	/s/ Nicole Pappa	
DATE SIGNED:	07/30/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of July 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is entered into by EquiLend Holdings LLC, a Delaware limited liability company (the “**Grantor**”) in favor of Alter Domus (US) LLC, acting in its capacity as collateral agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”) for the benefit of the Secured Parties (as defined in the Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among the Grantor, the purchasers listed on the Purchaser Schedule attached thereto (the “**Purchasers**”) and the Collateral Agent, the Company has authorized the issuance and sale to the Purchasers of its senior secured promissory notes due July 27, 2027 (as amended, restated, supplemented or otherwise modified from time to time, including any notes issued in substitution, replacement or exchange therefor, collectively, the “**Notes**”);

WHEREAS, in connection with the Note Purchase Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and among the Grantor, each of the other grantors party thereto from time to time, and the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral 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 certain Intellectual Property, including the Patents; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Note Purchase Agreement and purchase the Notes, the 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 meanings given to them in the Security Agreement (directly or indirectly by reference to the Note Purchase Agreement).

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Secured Parties, and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all personal property of the Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Patent Collateral**”):

(a) all United States and foreign patents and certificates of invention issued or assigned to, and all patent applications and registrations made by, such Grantor (whether established or

registered or recorded in the United States or any other country or any political subdivision thereof), including, but not limited to each patent and patent application referred to on Schedule I hereto (collectively, “**Patents**”), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s rights with respect to any Patents, (ii) inventions, discoveries, designs and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) all rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof and (vii) all licenses, claims, damages and proceeds of suit arising therefrom;

(b) all agreements providing for the granting of any right in or to Patents (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, “**Patent Licenses**”);

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit; and

(d) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, in no event shall the Patent Collateral include or the security interest granted under this Section 2 attach to (a) any lease, license, contract, property rights or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect, or any successor statute (collectively, the “**Bankruptcy Code**”)) or principles of equity), provided, however, that the Patent Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in clause (i) or (ii) above.

SECTION 3. Security Agreement.

(a) This Patent Security Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

(b) The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and the 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, 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. Applicable Law. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF NEW YORK (EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS OR REMEDIES HEREUNDER IN RESPECT OF ANY PARTICULAR PATENT COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Delivery of an electronic signature to, or a signed copy of, this Patent Security Agreement by facsimile, email or other electronic transmission shall be fully binding on the parties to the same extent as the delivery of the signed originals and shall be admissible into evidence for all purposes. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Patent Security Agreement and the other Finance Documents shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Grantor, 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 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. Notwithstanding the foregoing, if any Secured Party shall request manually signed counterpart signatures to this Patent Security Agreement or any other Finance Document, the Grantor hereby shall provide such manually signed signature pages as soon as reasonably practicable (but in any event within 15 days of such request or such longer period as the requesting Secured Party and the Grantor may mutually agree). This Patent Security Agreement and the other Transaction Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

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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.

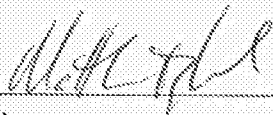
GRANTOR:

EQUILEND HOLDINGS LLC

DocuSigned by:
By: Brian P. Lamb
Name: Brian P. Lamb
Title: Chief Executive Officer

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: _____
Title:

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

Owner	Registration Number	Country/State	Description
EquiLend Holdings LLC	8,185,466	United States	System and Method for Securities Borrowing and Lending
EquiLend Holdings LLC	8,682,780	United States	Systems and Methods for Electronically Initiating and Executing Securities Lending Transactions
EquiLend Holdings LLC	8,706,610	United States	Systems and Methods for Electronically Initiating and Executing Securities Lending Transactions

PATENT LICENSES
None