

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6898233

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SKYKICK, LLC		09/01/2021
RECEIVING PARTY DATA		
Name:	MS PRIVATE CREDIT ADMINISTRATIVE SERVICES, LLC	
Street Address:	1585 BROADWAY, 39TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10036	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Application Number:	13766761	
Application Number:	16601394	
Application Number:	14814424	
Application Number:	16436880	
Application Number:	16058738	
Application Number:	15061945	
Application Number:	15087930	
Application Number:	16252227	
Application Number:	15199872	
Application Number:	16415585	
Application Number:	15096187	
Application Number:	15199932	
Application Number:	15971864	
Application Number:	16022460	
Application Number:	15971902	
Application Number:	14873060	
Application Number:	14872984	
Application Number:	15099534	
Application Number:	17152778	
Application Number:	17152780	

PATENT

Property Type	Number
Application Number:	17152787
Application Number:	16943940
Application Number:	16819030
Application Number:	16787010

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: WILLIAM R. SIEGEL, MAYER BROWN LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21678356
NAME OF SUBMITTER:	WILLIAM R. SIEGEL
SIGNATURE:	/william r siegel/
DATE SIGNED:	09/02/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “**Agreement**”), effective as of September 1, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of MS PRIVATE CREDIT ADMINISTRATIVE SERVICES, LLC, a Delaware limited liability company (“**Morgan Stanley**”), located at 1585 Broadway, 39th Floor, New York, NY 10036, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 1, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among SKYKICK, LLC, a Delaware limited liability company (the “**Borrower**”), SKYKICK GLOBAL HOLDINGS, INC., a Delaware corporation (“**Holdings**”), the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Morgan Stanley, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of September 1, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure payment, performance and observance of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral

Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under (i) all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto, (ii) all reissues, extensions, divisions, continuations and continuations-in-part of any of the foregoing, and (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent listed on Schedule A hereto (collectively, the "**Patent Collateral**").

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

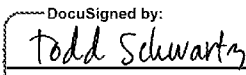
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 7.2, 7.6, 7.7, 7.8, 7.11, 7.12 and 7.15 of the Security Pledge Agreement are incorporated herein by reference, mutatis mutandis.


[Signature Pages Follow]

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

SKYKICK, LLC,
a Delaware limited liability company

By  _____
Name: ~~Todd Schwartz~~ Todd Schwartz
Title: President and Co-CEO

**MS PRIVATE CREDIT ADMINISTRATIVE
SERVICES, LLC,**
as Collateral Agent

By: 
Name: Henry D'Alessandro
Title: Authorized Signer

SCHEDULE A

U.S. Patents and Applications

Owner	Docket No.	Patent/ Publication No.	Application No.	Title	Filing Date	Issue/Pub. Date
SkyKick, LLC	US 20130212200 A1	10,965,742	13/766,761	Migration project automation, e.g., automated selling, planning, migration and configuration of email systems	2/13/2013	3/30/2021
SkyKick, LLC	US 20200045103 A1	10,917,459	16/601,394	Server load management for data migration	10/14/2019	2/9/2021
SkyKick, LLC	US 20150373106 A1	10,893,099	14/814,424	Migration project automation, e.g., automated selling, planning, migration and configuration of email systems	7/30/2015	1/12/2021
SkyKick, LLC	US 20190296959 A1	10,841,147	16/436,880	Optimizing data migration processes	6/10/2019	11/17/2020
SkyKick, LLC	US 20180351940 A1	10,778,669	16/058,738	Autonomous configuration of email clients during email server migration	8/8/2018	9/15/2020
SkyKick, LLC	US 20160261584 A1	10,771,452	15/061,945	Autonomous configuration of email clients during email server migration	3/4/2016	9/8/2020
SkyKick, LLC	US 20160292043 A1	10,747,622	15/087,930	Efficient backup, search and restore	3/31/2016	8/18/2020
SkyKick, LLC	US 20190155818 A1	10,733,207	16/252,227	Automated staged data migration	1/18/2019	8/4/2020
SkyKick, LLC	US 20170006131 A1	10,728,107	15/199,872	Managing users of cloud services with management tool	6/30/2016	7/28/2020
SkyKick, LLC	US 20190273776	10,623,482	16/415,585	Server load management for data	5/17/2019	4/14/2020

	A1			migration		
SkyKick, LLC	US 20160292152 A1	10,592,483	15/096,187	State record system for data migration	4/11/2016	3/17/2020
SkyKick, LLC	US 20170004197 A1	10,560,342	15/199,932	Synchronizing data between cloud manager and providers	6/30/2016	2/11/2020
SkyKick, LLC	US 20180255128 A1	10,447,774	15/971,864	Server load management for data migration	5/4/2018	10/15/2019
SkyKick, LLC	US 20180324028 A1	10,367,679	16/022,460	Optimizing data migration processes	6/28/2018	7/30/2019
SkyKick, LLC	US 20180255129 A1	10,298,669	15/971,902	Server load management for data migration	5/4/2018	5/21/2019
SkyKick, LLC	US 20160098470 A1	10,210,232	14/873,060	Automated staged data migration	10/1/2015	2/19/2019
SkyKick, LLC	US 20160099998 A1	10,027,738	14/872,984	Optimizing data migration processes	10/1/2015	7/30/2019
SkyKick, LLC	US 20160308726 A1	9,973,572	15/099,534	Server load management for data migration	4/14/2016	5/15/2018
SkyKick, LLC			17/152,778	CENTRALIZED CLOUD SERVICE MANAGEMENT	1/19/2021	
SkyKick, LLC			17/152,780	CENTRALIZED CLOUD SERVICE MANAGEMENT	1/19/2021	
SkyKick, LLC			17/152,787	FACILITATING ACTIVITY LOGS WITHIN A MULTI-SERVICE SYSTEM	1/19/2021	
SkyKick, LLC			16/943,940	EFFICIENT BACKUP, SEARCH AND RESTORE	7/30/2020	
SkyKick, LLC			16/819,030	STATE RECORD SYSTEM FOR DATA MIGRATION	3/13/2020	
SkyKick, LLC			16/787,010	SYNCHRONIZING DATA BETWEEN CLOUD MANAGER AND PROVIDERS	2/10/2020	