

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6955888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Execution Date
MATRIX SOFTWARE, INC.	09/29/2021

## RECEIVING PARTY DATA

<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB (AS AGENT)
<b>Street Address:</b>	WSFS BANK CENTER, 500 DELAWARE
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801

## PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	8321391
Patent Number:	8788472
Patent Number:	9286341
Patent Number:	10140331
Patent Number:	8504538
Patent Number:	9305035
Patent Number:	9600511
Patent Number:	9846719
Patent Number:	8553862
Patent Number:	9008289
Patent Number:	9307093
Patent Number:	9756191
Patent Number:	8266126
Patent Number:	8572056
Patent Number:	9305048
Patent Number:	9756469
Patent Number:	9959152
Patent Number:	10248480
Patent Number:	10592320
Patent Number:	11138053

PATENT

Property Type	Number
Application Number:	12380984
Application Number:	61372157
Application Number:	17465506

  

**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:** 800-494-5225  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** STEWART WALSH  
**Address Line 1:** 1025 CONNECTICUT AVE NW, SUITE 712  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1482579 PAT
<b>NAME OF SUBMITTER:</b>	DAVID C. LEE
<b>SIGNATURE:</b>	/David C. Lee/
<b>DATE SIGNED:</b>	10/06/2021

**Total Attachments: 12**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as it may be amended, restated, supplemented or modified from time to time, this “Agreement”) is entered into as of September 29, 2021 by and between WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent (in such capacity, “Agent”), for the ratable benefit of each bank and other financial institution, from time to time party to the Loan Agreement (as defined below) (each such party, collectively, “Lender”), and each of the undersigned identified on the signature pages hereto as Grantors (together with any other entity that may become a party hereto as provided herein, each a “Grantor”, and collectively, the “Grantors”). Capitalized terms used herein without definition shall have the meaning set forth in the Loan Agreement (as defined below).

RECITALS

A. Agent, Lender and Grantors have entered into that certain Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lender has agreed to make certain loans (“Loans”) to Matrixx Software, Inc. (“Borrower”).

B. Agent and Grantors have entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantors have granted to Agent, for the benefit of the Secured Parties, a valid and continuing security interest in the Intellectual Property Collateral (as defined below).

C. Pursuant to the terms of the Loan Agreement and the Security Agreement and in furtherance thereof, Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower’s obligations to Lender, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Grant of Security Interest. Grantors hereby pledge and grant to Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations, a continuing security interest in Grantors’ right, title and interest in, to and under security interest in all of Grantors’ right, title and interest in its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantors now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantors connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to, upon the occurrence and during the continuance of an Event of Default, sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Documents, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights, protections, immunities, indemnities and remedies of Agent with respect to the Intellectual Property Collateral are as provided to it as Administrative Agent under the Security Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assignees permitted under the Loan Agreement.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

**Addresses of Grantor:**

Matrixx Software, Inc.

1098 Foster City Blvd

Suite 106 #836

Foster City, CA 94404

E-mail: milan.parikh@matrixx.com

**GRANTOR:**

**Matrixx Software, Inc.**

By: Glo Gordon

Name: Glo Gordon

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

**Address of Agent:**

Wilmington Federal Savings  
Fund Society, FSB  
WSFS Bank Center  
500 Delaware  
Wilmington, Delaware 19801  
Attention: Global Capital Markets - Matrixx  
E-mail: JMcNichol@wsfsbank.com

**AGENT**

**Wilmington Savings Fund Society, FSB, as  
Administrative Agent**

By:



Name: John McNichol

Title: Trust Officer

EXHIBIT A

Copyrights

None.



**EXHIBIT B****Patents**

Matrixx Software, Inc.

<b>Country</b>	<b>Status</b>	<b>Application Number</b>	<b>Filed Date</b>	<b>Patent Number</b>	<b>Granted Date</b>	<b>Title</b>
United States of America	Granted	12/380,981	03/05/2009	8,321,391	11/27/2012	CONDITIONAL COMMIT FOR DATA IN A DATABASE
United States of America	Granted	13/658,112	10/23/2012	8,788,472	07/22/2014	CONDITIONAL COMMIT FOR DATA IN A DATABASE
United States of America	Granted	14/307,427	06/17/2014	9,286,341	03/15/2016	CONDITIONAL COMMIT FOR DATA IN A DATABASE
United States of America	Granted	15/017,478	02/05/2016	10,140,331	11/27/2018	CONDITIONAL COMMIT FOR DATA IN A DATABASE
European	Abandoned	10749038.5	02/26/2010			CONDITIONAL COMMIT FOR DATA IN A DATABASE
Patent Cooperation Treaty	Expired	PCT/US10/00598	02/26/2010			CONDITIONAL COMMIT FOR DATA IN A DATABASE
United States of America	Granted	12/380,983	03/05/2009	8,504,538	08/06/2013	DEPENDENT COMMIT QUEUE FOR A DATABASE
United States of America	Granted	13/933,443	07/02/2013	9,305,035	04/05/2016	DEPENDENT COMMIT QUEUE FOR A DATABASE
United States of America	Granted	15/052,213	02/24/2016	9,600,511	03/21/2017	DEPENDENT COMMIT QUEUE FOR A DATABASE
United States of America	Granted	15/424,541	02/03/2017	9,846,719	12/19/2017	DEPENDENT COMMIT QUEUE FOR A DATABASE
European	Abandoned	10749037.7	02/26/2010		10/08/2012	DEPENDENT COMMIT QUEUE FOR A DATABASE
Patent Cooperation Treaty	Expired	PCT/US10/00597	02/26/2010			DEPENDENT COMMIT QUEUE FOR A DATABASE

United States of America	Abandoned	12/380,984	03/05/2009			SYSTEM FOR RATING A SERVICE
European	Abandoned	10749036.9	02/26/2010			SYSTEM FOR RATING A SERVICE
Patent Cooperation Treaty	Expired	PCT/US10/00596	02/26/2010			SYSTEM FOR RATING A SERVICE
United States of America	Granted	13/206,421	08/09/2011	8,553,862	10/08/2013	DETERMINING COMMUNICATIONS CHARGING
United States of America	Expired	61/372,157	08/10/2010			DETERMINING CALL CHARGING
United States of America	Granted	14/020,094	09/06/2013	9,008,289	04/14/2015	DETERMINING COMMUNICATIONS CHARGING
United States of America	Granted	14/657,080	03/13/2015	9,307,093	04/05/2016	DETERMINING COMMUNICATIONS CHARGING
United States of America	Granted	15/052,572	02/24/2016	9,756,191	09/05/2017	DETERMINING COMMUNICATIONS CHARGING
Switzerland	Granted	11816710.5	08/09/2011	2604029	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
Germany	Granted	11816710.5	08/09/2011	602011056946.5	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
European	Granted	11816710.5	08/09/2011	2604029	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
Spain	Granted	11816710.5	08/09/2011	ES 2727745 T3	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
France	Granted	11816710.5	08/09/2011	2604029	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
United Kingdom	Granted	11816710.5	08/09/2011	2604029	03/06/2019	DETERMINING COMMUNICATIONS CHARGING

Republic of Ireland	Granted	11816710.5	08/09/2011	2604029	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
Italy	Granted	11816710.5	08/09/2011	502019000034074	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
Netherlands	Granted	11816710.5	08/09/2011	2604029	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
Patent Cooperation Treaty	Expired	PCT/US11/01406	08/09/2011			DETERMINING COMMUNICATIONS CHARGING
Poland	Granted	11816710.5	08/09/2011	PL/EP 2604029 T3	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
Romania	Granted	11816710.5	08/09/2011	2604029	03/06/2019	DETERMINING COMMUNICATIONS CHARGING
United States of America	Granted	12/661,897	03/24/2010	8,266,126	09/11/2012	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
United States of America	Granted	13/548,074	07/12/2012	8,572,056	10/29/2013	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
United States of America	Granted	14/035,826	09/24/2013	9,305,048	04/05/2016	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
United States of America	Granted	15/052,237	02/24/2016	9,756,469	09/05/2017	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
Germany	Granted	11759832.6	03/23/2011	602011060356.6	07/10/2019	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
European	Granted	11759832.6	03/23/2011	2550632	07/10/2019	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
France	Granted	11759832.6	03/23/2011	2550632	07/10/2019	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES

United Kingdom	Granted	11759832.6	03/23/2011	2550632	07/10/2019	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
Republic of Ireland	Granted	11759832.6	03/23/2011	2550632	07/10/2019	SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
Patent Cooperation Treaty	Expired	PCT/US11/00532	03/23/2011			SYSTEM WITH MULTIPLE CONDITIONAL COMMIT DATABASES
United States of America	Granted	14/634,675	02/27/2015	9,959,152	05/01/2018	ADAPTIVE QUOTA MANAGEMENT SYSTEM
United States of America	Granted	15/938,354	03/28/2018	10,248,480	04/02/2019	ADAPTIVE QUOTA MANAGEMENT SYSTEM
United States of America	Granted	16/273,503	02/12/2019	10,592,320	03/17/2020	ADAPTIVE QUOTA MANAGEMENT SYSTEM
United States of America	To Be Issued	16/785,282	02/07/2020	11,138,053	10/05/2021	ADAPTIVE QUOTA MANAGEMENT SYSTEM
United States of America	Application	17/465,506	09/02/2021			ADAPTIVE QUOTA MANAGEMENT SYSTEM
Switzerland	Granted	16756061.4	02/11/2016	3262587	04/08/2020	ADAPTIVE QUOTA MANAGEMENT SYSTEM
Germany	Granted	16756061.4	02/11/2016	602016033635.9	04/08/2020	ADAPTIVE QUOTA MANAGEMENT SYSTEM
European	Granted	16756061.4	02/11/2016	3262587	04/08/2020	ADAPTIVE QUOTA MANAGEMENT SYSTEM
France	Granted	16756061.4	02/11/2016	3262587	04/08/2020	ADAPTIVE QUOTA MANAGEMENT SYSTEM
United Kingdom	Granted	16756061.4	02/11/2016	3262587	04/08/2020	ADAPTIVE QUOTA MANAGEMENT SYSTEM
Patent Cooperation Treaty	Expired	PCT/US16/17479	02/11/2016			ADAPTIVE QUOTA MANAGEMENT SYSTEM

# EXHIBIT C

## Trademarks

FENWICK		Matrix Software					
		Trademark Status Report for marks					
		Tuesday, April 27, 2021					
Trademark	Country	Class	Owner	App. Date App. No.	Reg. Date Reg. No.	Next Renewal	Status
GO DIGITAL	United States	9	Matrix Software, Inc.	2/14/2015 86376155	4/25/2017 5192185	4/25/2027	Registered
MATRIX	Canada	9, 42	Matrix Software, Inc.	12/9/2010 1507144	6/19/2011 TM4606808	6/19/2020	Registered
MACTRACK	United States	9, 42	Matrix Software, Inc.	8/6/2009 77796011	8/24/2010 5859085	8/24/2020	Registered
MULTI DIAMOND Logo (in color)	Canada	9, 42	Matrix Software, Inc.	2/2/2017 1521165	10/28/2019 TM4106096	10/28/2028	Registered
MULTI DIAMOND Logo (in color)	EUTM	9, 42	Matrix Software, Inc.	11/23/2010 A0012274	11/23/2010 B 1061208	11/23/2020	Registered
MULTI DIAMOND Logo (in color)	United Kingdom	9, 42	Matrix Software, Inc.	11/23/2010 UK00871051885	11/23/2010 UK00871051885	11/23/2020	Registered
MULTI DIAMOND Logo (in color)	United States	9, 42	Matrix Software, Inc.	4/3/2010 55055189	12/11/2011 4158366	12/11/2022	Registered
MULTI DIAMOND Logo (in color)	WIPO	9, 42	Matrix Software, Inc.	11/23/2010 A0012274	11/23/2010 B 1061208	11/23/2020	Registered
PARALLEL-MATRIX	United States	9	Matrix Software, Inc.	8/13/2009 7780572	11/9/2010 4429914	11/9/2023	Registered
POWERING THE FUTURE	EUTM	9, 42	Matrix Software, Inc.	4/30/2014 012815013	9/4/2014 012815013	4/30/2024	Registered
POWERING THE FUTURE	United Kingdom	9, 42	Matrix Software, Inc.	4/30/2014 UK009411359015	9/4/2014 UK009411359015	4/30/2024	Registered
POWERING THE FUTURE	United States	9, 42	Matrix Software, Inc.	4/30/2014 86266554	8/22/2015 5917549	8/22/2026	Registered
REINVENTING REAL TIME	Canada		Matrix Software, Inc.	12/8/2010 1507025	6/19/2015 TM4606807	6/19/2020	Registered

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EXHIBIT D

Mask Works

Description

Registration/  
Application Number

Registration/  
Application Date