

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7021536

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PERSISTENT SYSTEMS INC.	10/22/2021
SOFTWARE COMPANY INTERNATIONAL, LLC	10/22/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HSBC BANK USA, NATIONAL ASSOCIATION
<b>Street Address:</b>	95 WASHINGTON STREET, FLOOR 2 SOUTH
<b>City:</b>	BUFFALO
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15889201
Application Number:	15694829
Patent Number:	9558076
Patent Number:	10621143
Patent Number:	10324802
Patent Number:	10049016
Patent Number:	10824516
Patent Number:	10514988
Patent Number:	11086662
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(305)961-5812
<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>	
<b>Phone:</b>	3055790812
<b>Email:</b>	marcosm@gtlaw.com
<b>Correspondent Name:</b>	MANUEL R. VALCARCEL, ESQ.
<b>Address Line 1:</b>	333 S.E. 2ND AVENUE, 44TH FLOOR
<b>Address Line 2:</b>	GREENBERG TRAURIG, P.A.
<b>Address Line 4:</b>	MIAMI, FLORIDA 33131
<b>ATTORNEY DOCKET NUMBER:</b>	195093.013100

PATENT

<b>NAME OF SUBMITTER:</b>	MANUEL R VALCARCEL, ESQ
<b>SIGNATURE:</b>	/Manuel Valcarcel/
<b>DATE SIGNED:</b>	11/12/2021
<b>Total Attachments: 7</b> source=Persistent Systems - Patent and Trademark Security Agreement - EXECUTED#page1.tif source=Persistent Systems - Patent and Trademark Security Agreement - EXECUTED#page2.tif source=Persistent Systems - Patent and Trademark Security Agreement - EXECUTED#page3.tif source=Persistent Systems - Patent and Trademark Security Agreement - EXECUTED#page4.tif source=Persistent Systems - Patent and Trademark Security Agreement - EXECUTED#page5.tif source=Persistent Systems - Patent and Trademark Security Agreement - EXECUTED#page6.tif source=Persistent Systems - Patent and Trademark Security Agreement - EXECUTED#page7.tif	

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of October 22, 2021 by Persistent Systems Inc., a California corporation, and Software Company International, LLC, a North Carolina limited liability company, as successor-by-conversion to Software Corporation International, a North Carolina corporation (each individually, the "Grantor," and collectively, the "Grantors"), in favor of HSBC Bank USA, National Association, a national banking association (together with its participants, successors and assigns, the "Secured Party").

### Recitals

A. The Grantors, the Secured Party and the other Loan Parties, as defined therein, are parties to that certain Term Loan and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Grantors pledged, assigned, and granted to the Secured Party, a first-priority security interest in substantially all of the assets of the Grantors, including all right, title, and interest of the Grantors in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Obligations.

C. Pursuant to the terms of the Loan Agreement, the Grantors are required to execute and deliver to the Secured Party this Agreement.

### Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Loan Agreement and the other Loan Documents, the Grantors hereby grant to the Secured Party, to secure the Obligations, a continuing security interest in all of the Grantors' right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantors (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application, and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Loan Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by each of the Grantors and the Secured Party. No failure or delay by the Secured Party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Party hereunder are cumulative and are not exclusive of any rights or remedies that it would otherwise have.

This Agreement 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. Delivery of an executed counterpart of a signature page of this Agreement emailed in .pdf format or by any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. The parties agree and consent to the use of electronic signatures solely for the purposes of executing this Agreement or any related transactional document (including any amendments thereto). Such electronic signature shall be deemed to have the same full and binding effect as a handwritten signature. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**PERSISTENT SYSTEMS INC., as Grantor**

By: Sandeep Kalra  
Name: Sandeep Kalra  
Title: Chief Executive Officer

**SOFTWARE COMPANY  
INTERNATIONAL, LLC, as Grantor**

By: \_\_\_\_\_  
Name: D. Keith Sides  
Title: Manager

**HSBC BANK USA, NATIONAL ASSOCIATION,  
as Secured Party**

By: \_\_\_\_\_  
Name: Mary Beth Dam  
Title: Senior Vice President 22710

*Signature Page to Patent and Trademark Security Agreement*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**PERSISTENT SYSTEMS INC., as Grantor**

By: \_\_\_\_\_  
Name: Sandeep Kalra  
Title: Chief Executive Officer

**SOFTWARE COMPANY  
INTERNATIONAL, LLC, as Grantor**

By: D. Keith Sides  
Name: D. Keith Sides  
Title: Manager

**HSBC BANK USA, NATIONAL ASSOCIATION,  
as Secured Party**

By: \_\_\_\_\_  
Name: Mary Beth Dam  
Title: Senior Vice President 22710

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**PERSISTENT SYSTEMS INC., as Grantor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SOFTWARE COMPANY  
INTERNATIONAL, LLC, as Grantor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HSBC BANK USA, NATIONAL ASSOCIATION,  
as Secured Party**

By: Mary Beth Dam

Name: Mary Beth Dam

Title: Senior Vice President 22710

## **SCHEDULE 1**

### **Trademark Applications, Trademarks, and Trademark Licenses**

#### **TRADEMARK APPLICATIONS**

None.

#### **TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Application Number</b>	<b>Registration Number</b>
Software Company International, LLC, as successor-by-conversion to Software Corporation International	The legal names Software Corporation International and SCI Fusion 360, LLC	Unregistered	NA	NA
Software Company International, LLC, as successor-by-conversion to Software Corporation International	Software Corporation International (Logo)	Unregistered	NA	NA
Software Company International, LLC, as successor-by-conversion to Software Corporation International	Fusion 360 (Logo)	Unregistered	NA	NA
Software Company International, LLC, as successor-by-conversion to Software Corporation International	Sunrise Study	Unregistered	NA	NA
Software Company International, LLC, as successor-by-conversion to Software Corporation International	Sunrise Methodology	Unregistered	NA	NA
Software Company International, LLC, as successor-by-conversion to Software Corporation International	Sunrise Project Planning and Research	Unregistered	NA	NA
Software Company International, LLC, as successor-by-conversion to Software Corporation International	SCI	Unregistered	NA	NA
Software Company International, LLC, as successor-by-conversion to Software Corporation International	Fusion 360	Unregistered	NA	NA

#### **TRADEMARK LICENSES**

None.

**SCHEDULE 2****Patent Applications, Patents, and Patent Licenses****PATENT APPLICATIONS**

<b><u>Name of Grantor</u></b>	<b><u>Patent</u></b>	<b><u>Application Date</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
Persistent Systems Inc.	Capturing Data in Data Transfer Appliance for Transfer to A Cloud-Computing Platform	02-05-2018	15889201	Under process of registration
Persistent Systems Inc.	Dedupe File System for Bulk Data Migration to Cloud Platform	09-03-2017	15694829	Under process of registration

**PATENTS**

<b><u>Name of Grantor</u></b>	<b><u>Patent</u></b>	<b><u>Registration Date</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number</u></b>
Persistent Systems Inc.	Methods and Systems of Cloud-Based Disaster Recovery	05-19-2014	14280686	9,558,076
Persistent Systems Inc.	Methods and Systems of a Dedupe File-System Garbage Collection	02-06-2015	14615434	10,621,143
Persistent Systems Inc.	Methods and Systems of a Dedupe Storage Network for Image Management	05-01-2015	14701530	10,324,802
Persistent Systems Inc.	Distributed Garbage Collection for The Dedupe Storage Network	08-04-2015	14818260	10,049,016
Persistent Systems Inc.	Method and System of Universal Server Migration	12-28-2015	14979528	10,824,516
Persistent Systems Inc.	Method and System of Migrating Application Cloud-Computing Environment	02-23-2016	15051050	10,514,988
Persistent Systems Inc.	Method and System of Migrating Applications to a Cloud-Computing Environment	08-24-2016	15245182	11,086,662

**PATENT LICENSES**

None.