

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7152014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
UPTIME INSTITUTE PROFESSIONAL SERVICES, LLC	01/12/2022
UPTIME INSTITUTE, LLC	01/12/2022
RECEIVING PARTY DATA	
Name:	STIFEL BANK & TRUST, AS ADMINISTRATIVE AGENT
Street Address:	501 N. BROADWAY, 10TH FLOOR
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6150736
CORRESPONDENCE DATA	
Fax Number:	(617)523-6850
<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:	617-523-2700
Email:	susan.dinicola@hklaw.com,daniel.wiseman@hklaw.com
Correspondent Name:	HOLLAND & KNIGHT LLP
Address Line 1:	10 ST. JAMES AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	212747.00001
NAME OF SUBMITTER:	SUSAN C. DINICOLA
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	02/01/2022
Total Attachments: 15	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "IP Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of STIFEL BANK & TRUST, as Administrative Agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of January 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among UPTIME INSTITUTE HOLDINGS, LLC, a Delaware limited liability company ("Uptime Borrower"), UPTIME INSTITUTE INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings" and "Initial Borrower"), the other Loan Parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), and the 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. Capitalized terms used and not defined herein have the respective meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 12, 2022, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) all Registered Intellectual Property consisting of Copyrights, as identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (the items described in (a) and (b), collectively, the "Copyright Collateral");

(c) (i) all Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the "Trademark Collateral");

(e) (i) all Registered Intellectual Property consisting of Patents, as identified in Schedule 3, and (ii) all reissues, divisionals, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above (items described in (e) and (f), collectively, the "Patent Collateral").

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY 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 IP

SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

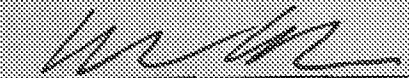
[signature pages follow]

be duly executed and delivered as of the date first above written.

**UPTIME INSTITUTE PROFESSIONAL
SERVICES, LLC,**
as a Grantor

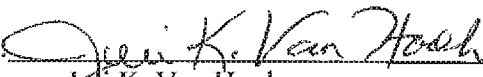
By 
Name: Katherine A. Kasser
Title: Secretary

UPTIME INSTITUTE, LLC,
as a Grantor

By 
Name: Katherine A. Kasser
Title: Secretary

[Signature Page - IP Security Agreement]


STIFEL BANK & TRUST,
as the Administrative Agent

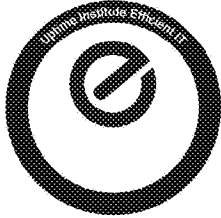

By: 
Name: Juli K. Van Hook
Title: Senior Vice President

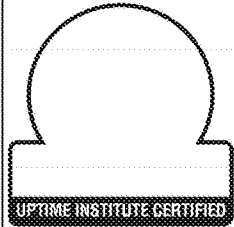
COPYRIGHTS



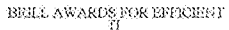

Grantor	Title	Current Owner of Record	Registration No.	Registration Date
Uptime Institute, LLC	Data Center Site Infrastructure Tier Standard: Operational Sustainability (2014)	Uptime Institute, LLC	TX0008275409	2016-05-04
Uptime Institute, LLC	Data Center Site Infrastructure Tier Standard: Topology.	Uptime Institute, LLC	TX0007539283	2012-05-07
	Data Center Site Infrastructure Tier Standard: Operational Sustainability.	Uptime Institute, LLC	TX0007539213	2012-05-07
Uptime Institute, LLC	Data Center Site Infrastructure Tier Standard: Topology (2014)	Uptime Institute, LLC	TX0008275424	2016-05-04
Uptime Institute, LLC	Efficient IT Stamp of Approval.	Uptime Institute, LLC	TX0008285336	2016-05-04
Uptime Institute, LLC	Management & Operations (M&O) Stamp of Approval.	Uptime Institute, LLC	TX0008289125	2016-05-04

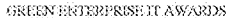



TRADEMARKS

Grantor	Citation	Status	Application Number	Application Date	Registration Number	Registration Date
UPTIME INSTITUTE PROFESSIONAL SERVICES, LLC	COMPUTERSITE ENGINEERING Cross References: COMPUTER SITE ENGINEERING	Cancelled Cancellation Section: 8 Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 75656678	App 08-MAR-1999	Reg 2577001	Reg 11-JUN-2002
UPTIME INSTITUTE, LLC	E UPTIME INSTITUTE EFFICIENT IT STAMP OF APPROVAL Cross References: E UP TIME INSTITUTE EFFICIENT IT STAMP OF APPROVAL 	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 88026879	App 05-JUL-2018	Reg 5712909	Reg 02-APR-2019
UPTIME INSTITUTE, LLC	TIER-READY Cross References: TIER READY TIER-READY	Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 87436668	App 04-MAY-2017	Reg 6273036	Reg 16-FEB-2021
UPTIME INSTITUTE, LLC	UPTIME INSTITUTE EFFICIENT IT E	Abandoned FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 87363197	App 08-MAR-2017		

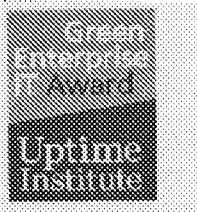
Grantor	Citation	Status	Application Number	Application Date	Registration Number	Registration Date
						
UPTIME INSTITUTE, LLC	AOS AOS	Registered Intent to Use - Filed USE APPLICATION - CURRENT	App 87215019	App 25- OCT-2016	Reg 5313381	Reg 17- OCT-2017
UPTIME INSTITUTE, LLC	ACCREDITED OPERATIONS SPECIALIST ACCREDITED OPERATIONS SPECIALIST	Registered Supplemental Register Intent to Use - Filed USE APPLICATION - CURRENT	App 87215072	App 25- OCT-2016	Reg 5303605	Reg 03- OCT-2017
UPTIME INSTITUTE, LLC	AOS ACCREDITED OPERATIONS SPECIALIST UPTIME INSTITUTE 	Registered Partial Section 2(F) Intent to Use - Filed USE APPLICATION - CURRENT	App 87215084	App 25- OCT-2016	Reg 5278101	Reg 29- AUG-2017
UPTIME INSTITUTE, LLC	DIGITAL INFRASTRUCTURE ROADMAP Cross References: DIGITAL INFRASTRUCTURE ROAD MAP DIGITAL INFRASTRUCTURE ROADMAP	Registered Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 87056860	App 01- JUN-2016	Reg 5123362	Reg 17- JAN-2017
UPTIME	INSIDE TRACK	Registered	App	App 11-	Reg	Reg 29-


Grantor	Citation	Status	Application Number	Application Date	Registration Number	Registration Date
INSTITUTE, LLC	INSIDE TRACK	Intent to Use - Filed USE APPLICATION - CURRENT	86904481	FEB-2016	5092890	NOV-2016
UPTIME INSTITUTE, LLC	UPTIME INSTITUTE Cross References: UP TIME INSTITUTE UPTIME INSTITUTE	Registered Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 86444205	App 04- NOV-2014	Reg 4891393	Reg 26- JAN-2016
UPTIME INSTITUTE, LLC	FORUM FOR EMERGENT & INNOVATIVE TECHNOLOGY <small>FORUM FOR EMERGENT & INNOVATIVE TECHNOLOGY</small>	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 86444227	App 04- NOV-2014	Reg 4784822	Reg 04- AUG-2015
UPTIME INSTITUTE, LLC	TIER GAP ANALYSIS TIER GAP ANALYSIS	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 86444262	App 04- NOV-2014	Reg 4900276	Reg 16- FEB-2016
UPTIME INSTITUTE, LLC	UPTIME INSTITUTE CERTIFIED Cross References: UP TIME INSTITUTE CERTIFIED 	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 86267691	App 25- JUN-2014	Reg 4670381	Reg 13- JAN-2015
UPTIME INSTITUTE, LLC	FORCSS FORCSS	Registered Intent to Use - Filed FILED AS USE APPLICATION	App 86267658	App 30- APR-2014	Reg 4736606	Reg 12- MAY-2015

Grantor	Citation	Status	Application Number	Application Date	Registration Number	Registration Date
		USE APPLICATION - CURRENT				
UPTIME INSTITUTE, LLC	ATD ACCREDITED TIER DESIGNER UPTIME INSTITUTE Cross References: ATD ACCREDITED TIER DESIGNER UP TIME INSTITUTE 	Registered Partial Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 86267713	App 30- APR-2014	Reg 4670382	Reg 13- JAN-2015
UPTIME INSTITUTE, LLC	ATS ACCREDITED TIER SPECIALIST UPTIME INSTITUTE Cross References: ATS ACCREDITED TIER SPECIALIST UP TIME INSTITUTE 	Registered Partial Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 86267721	App 30- APR-2014	Reg 4670383	Reg 13- JAN-2015
UPTIME INSTITUTE, LLC	BRILL AWARDS FOR EFFICIENT IT 	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 86076666	App 27- SEP-2013	Reg 4537078	Reg 27- MAY-2014
UPTIME INSTITUTE, LLC	THE GLOBAL DATA CENTER AUTHORITY 	Registered Intent to Use - Filed FILED AS USE APPLICATION USE APPLICATION	App 85954992	App 10- JUN-2013	Reg 4561328	Reg 01- JUL-2014

Grantor	Citation	Status	Application Number	Application Date	Registration Number	Registration Date
		- CURRENT				
UPTIME INSTITUTE, LLC	GREEN ENTERPRISE IT AWARDS 	Cancelled Cancellation Section: 8 Section 2(F) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 85867118	App 05-MAR-2013	Reg 4424975	Reg 29-OCT-2013
UPTIME INSTITUTE, LLC	TIER IV UPTIME INSTITUTE CERTIFIED Cross References: TIER FOUR UPTIME INSTITUTE CERTIFIED 	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 85762454	App 24-OCT-2012	Reg 4446381	Reg 10-DEC-2013
UPTIME INSTITUTE, LLC	UPTIME INSTITUTE APPROVED M&O Cross References: UP TIME INSTITUTE APPROVED MO 	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 85684196	App 23-JUL-2012	Reg 4341412	Reg 28-MAY-2013
UPTIME INSTITUTE, LLC	ACCREDITED TIER SPECIALIST 	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 85684221	App 23-JUL-2012	Reg 4503935	Reg 01-APR-2014
UPTIME	ACCREDITED TIER	Registered	App	App 23-	Reg	Reg 01-

Grantor	Citation	Status	Application Number	Application Date	Registration Number	Registration Date
INSTITUTE, LLC	DESIGNER ACCREDITED TIER DESIGNER	FILED AS USE APPLICATION USE APPLICATION - CURRENT	85684245	JUL-2012	4503936	APR-2014
UPTIME INSTITUTE, LLC	DIGITAL INFRASTRUCTURE CONVERGENCE DIGITAL INFRASTRUCTURE CONVERGENCE	Cancelled Cancellation Section: 8 Supplemental Register FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 85551102	App 23-FEB-2012	Reg 4219732	Reg 02-OCT-2012
UPTIME INSTITUTE, LLC	DIGITAL INFRASTRUCTURE ROADMAP Cross References: DIGITAL INFRASTRUCTURE ROAD MAP DIGITAL INFRASTRUCTURE ROADMAP	Cancelled Cancellation Section: 8 Supplemental Register FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 85551120	App 23-FEB-2012	Reg 4219733	Reg 02-OCT-2012
UPTIME INSTITUTE, LLC	UPTIME INSTITUTE GREEN ENTERPRISE IT AWARDS UPTIME INSTITUTE GREEN ENTERPRISE IT AWARDS	Cancelled Cancellation Section: 8 Intent to Use - Filed USE APPLICATION - CURRENT	App 77438851	App 03-APR-2008	Reg 3709595	Reg 10-NOV-2009
UPTIME INSTITUTE, LLC	GREEN ENTERPRISE IT AWARD UPTIME INSTITUTE	Cancelled Cancellation Section: 8 Intent to Use - Filed USE APPLICATION - CURRENT	App 77438873	App 03-APR-2008	Reg 3716149	Reg 24-NOV-2009

Grantor	Citation	Status	Application Number	Application Date	Registration Number	Registration Date
						
UPTIME INSTITUTE, LLC	GREEN ENTERPRISE IT GREEN ENTERPRISE IT	Cancelled Cancellation Section: 8 Supplemental Register Intent to Use - Filed USE APPLICATION - CURRENT	App 77438896	App 03-APR-2008	Reg 3687701	Reg 22-SEP-2009
UPTIME INSTITUTE, LLC	UPTIME INSTITUTE UPTIME INSTITUTE	Renewed (Registered) Supplemental Register Intent to Use - Filed USE APPLICATION - CURRENT	App 77261643	App 22-AUG-2007	Reg 3593317	Reg 17-MAR-2009
UPTIME INSTITUTE, LLC	INTEGRATED CRITICAL ENVIRONMENT INTEGRATED CRITICAL ENVIRONMENT	Cancelled Cancellation Section: 8 Intent to Use - Filed USE APPLICATION - CURRENT	App 77249805	App 08-AUG-2007	Reg 3726002	Reg 15-DEC-2009
UPTIME INSTITUTE, LLC	ICE TEAM ICE TEAM	Cancelled Cancellation Section: 8 Intent to Use - Filed USE APPLICATION - CURRENT	App 77249817	App 08-AUG-2007	Reg 3620045	Reg 12-MAY-2009

Grantor	Citation	Status	Application Number	Application Date	Registration Number	Registration Date
UPTIME INSTITUTE, LLC	UPTIME INSTITUTE UPTIME INSTITUTE	Renewed (Registered) FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 76463592	App 01-NOV-2002	Reg 2784010	Reg 18-NOV-2003
UPTIME INSTITUTE, LLC	ENTERPRISE UPTIME MANAGEMENT	Cancelled Cancellation Section: 8 FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 75904656	App 28-JAN-2000	Reg 2661206	Reg 17-DEC-2002
UPTIME INSTITUTE, LLC	THE UPTIME INSTITUTE 	Cancelled Cancellation Section: 8 FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 75249223	App 28-FEB-1997	Reg 2439741	Reg 03-APR-2001
UPTIME INSTITUTE, LLC	SITE UPTIME NETWORK	Cancelled Cancellation Section: 8 FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 75249215	App 27-FEB-1997	Reg 2150611	Reg 14-APR-1998
UPTIME INSTITUTE, LLC	SITE UPTIME Cross References: SITE UP TIME	Cancelled Cancellation Section: 8 FILED AS USE APPLICATION USE APPLICATION - CURRENT	App 74266826	App 17-APR-1992	Reg 1824703	Reg 01-MAR-1994

PATENTS

Grantor	Application Number	Filed	Patent No.	Issued	Title
Uptime Institute, LLC	1996718616	23 September 1996	6150736 A	21 November 2000	REDUNDANT ELECTRICAL POWER SOURCE, DISTRIBUTION AND CONSUMPTION SYSTEM

PATENT