507284312 05/16/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7331235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

CONVEYING PARTY DATA

Name	Execution Date
SYNIVERSE MESSAGING SOLUTIONS, LLC	05/13/2022

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT	
Street Address:	745 7TH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	7403970
Patent Number:	8023971
Patent Number:	8571065
Patent Number:	8819141
Patent Number:	10505737
Patent Number:	10511998
Patent Number:	7774503
Application Number:	17521342

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

ATTORNEY DOCKET NUMBER: 1685568 G

NAME OF SUBMITTER: ANNA MARCUS

PATENT 507284312 REEL: 060072 FRAME: 0587

SIGNATURE:	/Anna Marcus/
DATE SIGNED:	05/16/2022

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>IP Security Agreement</u>"), dated as of May 13, 2022, is among Syniverse Messaging Solutions, LLC, a Delaware limited liability company (the "<u>Grantor</u>") and Barclays Bank PLC, as collateral agent (the "<u>Collateral Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BUCCANEER HOLDINGS II, LLC, a Delaware limited liability company (the "Parent Borrower"), SYNIVERSE MESSAGING HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Co-Borrowers (as defined in the Credit Agreement (as defined below) and together with Parent Borrower, collectively, the "Borrowers" and each individually, a "Borrower") from time to time party thereto have entered into the Credit Agreement dated as of May 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders, the L/C Issuers and Barclays Bank PLC, as Administrative Agent, Collateral Agent and an L/C Issuer, and the other parties thereto. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor (as defined in the Security Agreement) has executed and delivered that certain Security Agreement dated May 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (as defined therein) from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors (as defined therein) have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors (as defined therein), and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- Section 1. <u>Grant of Security</u>. The Grantor hereby confirms that, pursuant to the Security Agreement, it granted to the Collateral Agent (and its permitted successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "<u>Collateral</u>"):
 - (i) all United States patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the "Patents");
 - (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

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world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing;

<u>provided</u> that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

Section 2. [Reserved].

- Section 3. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Patents record this IP Security Agreement.
- Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), 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. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile transmission or other electronic transmission (e.g., a "pdf" or "tiff" or any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) shall be effective as delivery of a manually executed counterpart hereof.
- Section 5. <u>Grants, Rights and Remedies.</u> The Grantor does hereby acknowledge and confirm that the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

- (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.
- (b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY

ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

- (c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.
- (d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN <u>SECTION 10.02</u> OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.
- (e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SYNIVERSE MESSAGING SOLUTIONS, LLC

Andrew M. Danies

Name: Andrew M. Davies
Title: Chief Executive Officer

BARCLAYS BANK PLC

as Collateral Agent

By: Name: Sean Duggan

Title: Director

Owner	Country	Title	Serial Number	Date Filed	Issue Date	Patent Number
Syniverse Messaging Solutions, LLC	United States	METHOD AND APPARTUS FOR ASSIGNING A VIRTUAL ADDRESS TO AND TEXT MESSAGING TO MULITPLE TEXT- CAPABLE DESTINATION ENTITIES	09/695,235	10/25/2000	7/22/2008	7,403,970
Syniverse Messaging Solutions, LLC	United States	METHOD AND SYSTEM TO DELIVER MULTIMEDIA ALERTS TO A MOBILE PHONE	11/284,578	11/21/2005	9/20/2011	8,023,971
Syniverse Messaging Solutions, LLC	United States	Method and Apparatus for Assigning a Virtual Address to and Text Messaging to Multiple Text-Capable Destination Entities	12/140,205	6/16/2008	10/29/201	8,571,065
Syniverse Messaging Solutions, LLC	United States	Centralized Mobile and Wireless Messaging Opt- Out Registry System and Method	10/556,977	5/17/2004	8/26/2014	8,819,141
Syniverse Messaging Solutions, LLC	United States	SYSTEM AND METHOD FOR BLOCKCHAIN- BASED CONSENT AND CAMPAIGN MANAGEMENT	16/430,615	6/4/2019	12/10/201 9	10,505,737
Syniverse Messaging Solutions, LLC	United States	SYSTEM AND METHOD FOR IDENTIFYING FALSE SHORT MESSAGE SERVICE (SMS) DELIVERY REPORTS	16/550,729	8/26/2019	12/17/201 9	10,511,998
Syniverse Messaging Solutions, LLC	United States	UNIVERSAL ADDRESS RECOGNITION FOR TEXT-CAPABLE COMMUNICATION DEVICES	11/371,029	3/9/2006	8/10/2010	7,774,503

Pending Patents:

Owner	Country	Title	Serial Number	Date Filed
Syniverse Messaging Solutions, LLC	United States	A METHOD OF RECONCILING ORPHAN A2P MESSAGING DELIVERY RECEIPTS	17/521,342	11/06/2020 Notice of Allowance: 4/19/2022

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RECORDED: 05/16/2022