

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7366194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BLUEFIN PAYMENT SYSTEMS LLC	06/03/2022
RECEIVING PARTY DATA	
Name:	TRUIST BANK
Street Address:	303 PEACHTREE STREET NE
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308
PROPERTY NUMBERS Total: 32	
Property Type	Number
Application Number:	16159356
Application Number:	17103047
Application Number:	17223157
Application Number:	17400670
Application Number:	61955739
Application Number:	62514308
Application Number:	62514324
Application Number:	62571358
Application Number:	62847010
Application Number:	14591218
Application Number:	15997205
Patent Number:	11120418
Patent Number:	11070534
Patent Number:	10880277
Patent Number:	10749845
Patent Number:	10721215
Patent Number:	10616188
Patent Number:	10505906
Patent Number:	10311421
Patent Number:	9355374

Property Type	Number
Patent Number:	9953316
Patent Number:	9461973
Patent Number:	9954830
Patent Number:	9531712
Patent Number:	9692735
Patent Number:	10027635
Patent Number:	9531684
Patent Number:	9686250
Patent Number:	10044686
Patent Number:	10382405
Patent Number:	11256798
Application Number:	14591171

CORRESPONDENCE DATA

Fax Number: (404)873-8501

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: 404-873-8500

Email: trademarks@agg.com

Correspondent Name: ANUJ DESAI | ARNALL GOLDEN GREGORY LLP

Address Line 1: 171 17TH STREET NW, SUITE 2100

Address Line 4: ATLANTA, GEORGIA 30363

ATTORNEY DOCKET NUMBER: 14686.329

NAME OF SUBMITTER: ANUJ DESAI

SIGNATURE: /Anuj Desai/

DATE SIGNED: 06/06/2022

Total Attachments: 7

source=Patent Security Agreement - Bluefin Payment Systems LLC#page1.tif

source=Patent Security Agreement - Bluefin Payment Systems LLC#page2.tif

source=Patent Security Agreement - Bluefin Payment Systems LLC#page3.tif

source=Patent Security Agreement - Bluefin Payment Systems LLC#page4.tif

source=Patent Security Agreement - Bluefin Payment Systems LLC#page5.tif

source=Patent Security Agreement - Bluefin Payment Systems LLC#page6.tif

source=Patent Security Agreement - Bluefin Payment Systems LLC#page7.tif

Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of June 3, 2022, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of Truist Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of June 3, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall promptly take such actions as it determines are necessary or appropriate, in the exercise of its reasonable business judgment, with respect to the Patents and Patent Licenses, including the prosecution, defense, enforcement, or any other necessary or desirable actions, subject to the security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BLUEFIN PAYMENT SYSTEMS LLC
a Delaware limited liability company

By: 


Name: John M. Perry

Title: Chief Executive Officer

[SEAL]

ACCEPTED AND AGREED
as of the date first above written:

TRUIST BANK
as Administrative Agent

By: 
Name: JC Boyanton
Title: Senior Vice President

[SEAL]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>No.</u>	<u>Serial No./ Patent No.</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date/Issue Date</u>	<u>Status</u>
1.	61/955,739	US	SYSTEMS AND METHODS OF POINT INTERACTION MANAGEMENT	03/19/2014	EXPIRED
2.	62/514,308	US	SAASCONEX	06/02/2017	EXPIRED
3.	62/514,324	US	SECURE iFRAME	06/02/2017	EXPIRED
4.	62/571,358	US	SYSTEMS AND METHODS FOR PARSING AND DECRYPTING PAYLOADS	10/12/2017	EXPIRED
5.	62/847,010	US	SYSTEMS AND METHODS OF DATA COLLECTION AND PROCESSING LEVERAGING SECURE INLINE FRAMES AND DATA TOKENIZATION	05/13/2019	EXPIRED
6.	14/591,171	US	POINT TO POINT ENCRYPTION MANAGEMENT SYSTEMS	01/07/2015	ABANDONED
7.	14/591,218	US	SYSTEMS AND METHODS FOR CREATING AND TRACKING STATES OF ENCRYPTION DEVICES	01/07/2015	ABANDONED
8.	15/997,205	US	SYSTEMS AND METHODS FOR ONLINE PAYMENT PROCESSING USING SECURE INLINE FRAMES	06/04/2018	ABANDONED
9.	16/400,359 11,120,418	US	SYSTEMS AND METHODS FOR MANAGING A PAYMENT TERMINAL VIA A WEB BROWSER	05/01/2019 09/14/2021	ISSUED
10.	15/931,432 11,070,534	US	SYSTEMS AND PROCESSES FOR VAULTLESS TOKENIZATION AND ENCRYPTION	05/13/2020 07/20/2021	ISSUED
11.	16/535,253 10,880,277	US	MANAGING PAYLOAD DECRYPTION VIA FINGERPRINTS	08/08/2019 12/29/2020	ISSUED
12.	16/021,399 10,749,845	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A HARDWARE SECURITY MODULE	06/28/2018 08/18/2020	ISSUED
13.	15/923,382	US	SYSTEMS AND METHODS	03/16/2018	ISSUED

	10,721,215		FOR DECRYPTION AS A SERVICE	07/21/2020	
14.	16/009,583 10,616,188	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A MESSAGE QUEUING PROTOCOL	06/15/2018 04/07/2020	ISSUED
15.	15/386,730 10,505,906	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A CONFIGURATION OF READ-ONLY DATABASES	12/21/2016 12/10/2019	ISSUED
16.	15/997,269 10,311,421	US	SYSTEMS AND METHODS FOR MANAGING A PAYMENT TERMINAL VIA A WEB BROWSER	06/04/2018 06/04/2019	ISSUED
17.	14/591,223 9,355,374	US	SYSTEMS AND METHODS FOR CREATING FINGERPRINTS OF ENCRYPTION DEVICES	01/07/2015 05/31/2016	ISSUED
18.	15/139,034 9,953,316	US	S CREATING FINGERPRINTS OF ENCRYPTION DEVICES FOR COMPROMISE MITIGATION	04/26/2016 04/24/2018	ISSUED
19.	14/663,238 9,461,973	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE	03/19/2015 10/04/2016	ISSUED
20.	15/253,352 9,954,830	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE	08/31/2016 04/24/2018	ISSUED
21.	15/218,332 9,531,712	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A MESSAGE QUEUING PROTOCOL	07/25/2016 12/27/2016	ISSUED
22.	15/386,707 9,692,735	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A MESSAGE QUEUING PROTOCOL	12/21/2016 06/27/2017	ISSUED
23.	15/603,976 10,027,635	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A MESSAGE QUEUING PROTOCOL	05/24/2017 07/17/2018	ISSUED
24.	15/218,341 9,531,684	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A CONFIGURATION OF READ-ONLY DATABASES	07/25/2016 12/27/2016	ISSUED
25.	15/218,352 9,686,250	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A HARDWARE SECURITY MODULE	07/25/2016 06/20/2017	ISSUED
26.	15/597,402 10,044,686	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE VIA A	05/17/2017 08/07/2018	ISSUED

			HARDWARE SECURITY MODULE		
27.	15/923,330 10,382,405	US	SYSTEMS AND METHODS FOR CREATING FINGERPRINTS OF ENCRYPTION DEVICES	03/16/2018 08/13/2019	ISSUED
28.	16/900,286 11,256,798	US	SYSTEMS AND METHODS FOR DECRYPTION AS A SERVICE	06/12/2020 02/22/2022	ISSUED

2. PATENT APPLICATIONS

<u>No.</u>	<u>Serial No./ Patent No.</u>	<u>Country</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>
1.	16/159,356	US	SYSTEMS AND METHODS FOR PARSING AND DECRYPTING PAYLOADS	10/12/2018	PENDING
2.	17/103,047	US	SYSTEMS AND METHODS FOR CREATING FINGERPRINTS OF ENCRYPTION DEVICES	11/24/2020	PENDING
3.	17/223,157	US	SYSTEMS AND PROCESSES FOR VAULTLESS TOKENIZATION AND ENCRYPTION	04/06/2021	PENDING
4.	17/400,670	US	SYSTEMS AND METHODS FOR MANAGING A PAYMENT TERMINAL VIA A WEB BROWSER	08/12/2021	PENDING

3. PATENT LICENSES

NONE.