

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7598923

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
ACOUSTIC, L.P.		10/12/2022
RECEIVING PARTY DATA		
Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT	
Street Address:	225 W WASHINGTON ST, 9TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 64		
Property Type	Number	
Patent Number:	10949491	
Patent Number:	11055640	
Patent Number:	8832265	
Application Number:	16727758	
Patent Number:	11470030	
Patent Number:	9588760	
Patent Number:	10097657	
Patent Number:	10102306	
Patent Number:	10025762	
Patent Number:	9128999	
Patent Number:	10110687	
Patent Number:	8396834	
Patent Number:	9256686	
Patent Number:	8768943	
Patent Number:	7657470	
Patent Number:	7672866	
Patent Number:	7092918	
Patent Number:	7092896	
Patent Number:	7660734	
Patent Number:	7617119	

PATENT

Property Type	Number
Patent Number:	8639558
Patent Number:	8010404
Patent Number:	8209216
Patent Number:	9165270
Patent Number:	10204349
Patent Number:	9785953
Patent Number:	9773250
Patent Number:	8127000
Patent Number:	8335848
Patent Number:	8868533
Patent Number:	9495340
Patent Number:	9842093
Patent Number:	8949406
Patent Number:	8583772
Patent Number:	8898275
Patent Number:	9207955
Patent Number:	9787803
Patent Number:	8533532
Patent Number:	8990714
Patent Number:	8930818
Patent Number:	8914736
Patent Number:	9635094
Patent Number:	10003671
Patent Number:	9105035
Patent Number:	9536108
Patent Number:	9535720
Patent Number:	8447332
Patent Number:	9736040
Patent Number:	9742642
Patent Number:	8838709
Patent Number:	9548953
Patent Number:	9720592
Patent Number:	9684445
Patent Number:	9785951
Patent Number:	9858579
Patent Number:	10831986
Patent Number:	10304113
Patent Number:	10496938

Property Type	Number
Patent Number:	10521486
Patent Number:	10523784
Patent Number:	10474840
Patent Number:	10474735
Patent Number:	10972415
Patent Number:	10785326

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.

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ATTORNEY DOCKET NUMBER:	075447-00002
NAME OF SUBMITTER:	MELISSA BRETT THOMPSON
SIGNATURE:	/Melissa Brett Thompson/
DATE SIGNED:	10/19/2022

Total Attachments: 10

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of October 12, 2022 (this "Agreement"), between ACOUSTIC, L.P., a Delaware limited partnership (the "Grantor" or the "Borrower"), and Alter Domus (US) LLC, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of October 12, 2022 (the "Credit Agreement"), among ACOUSTIC INTERMEDIATE, L.P., a Delaware limited partnership ("Holdings"), Borrower, the Lenders party thereto and Alter Domus (US) LLC, as Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of October 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor is the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any and all of its (to the extent constituting Collateral) United States Patents, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the "Patent Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Counterparts. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of any Intercreditor

Agreement. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 7. Governing Law. The terms of Section 9.09 of the Credit Agreement with respect to governing law, submission to jurisdiction, and consent to service of process are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ACOUSTIC, L.P.

By: Acoustic GP, LLC, its general partner

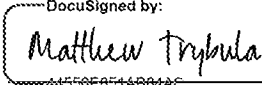
By: 

Name: Chris Kitchford

Title: Vice President and Secretary

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ALTER DOMUS (US) LLC, as Collateral Agent

By: 
 DocuSigned by:
 44550E051A804AC...
 Name: Matthew Trybula
 Title: Associate Counsel

Schedule I

U.S. PATENTS AND PATENT APPLICATIONS

Title	Patent Number	Issue Date	Application Number	Filing Date	Owner	Country
METHOD AND APPARATUS FOR USING PROXY OBJECTS ON WEBPAGE OVERLAYS TO PROVIDE ALTERNATIVE WEBPAGE ACTIONS	10949491	03/16/2021	16/728,710	12/27/2019	Acoustic, L.P.	US
GENERATING PRODUCT DECISIONS	11055640	07/06/2021	16/700,812	12/2/2019	Acoustic, L.P.	US
AUTOMATED ANALYSIS SYSTEM FOR MODELING ONLINE BUSINESS BEHAVIOR AND DETECTING OUTLIERS	8832265	09/09/2014	13/461,168	5/1/2012	Acoustic, L.P.	US
CAPTURING AND REPLAYING APPLICATION SESSIONS USING RESOURCE FILES	N/A – pending	N/A - pending	16/727,758	12/26/2019	Acoustic, L.P.	US
TEMPORARY SUSPENSION OF ELECTRONIC COMMUNICATIONS	11470030[expected]	10/11/2022[expected]	17/221,721	04/2/2021	Acoustic, L.P.	US
SOFTWARE APPLICATION DEVELOPMENT FEATURE AND DEFECT SELECTION	9588760	3/7/2017	14/949995	11/24/2015	Acoustic, L.P.	US
PROVIDING PUSH NOTIFICATIONS TO A DEVICE BASED ON NEARBY DEVICES	10097657	10/9/2018	15/132830	4/19/2016	Acoustic, L.P.	US
PATCHING BASE DOCUMENT OBJECT MODEL (DOM) WITH DOM-DIFFERENTIALS TO GENERATE HIGH FIDELITY REPLAY OF WEBPAGE USER INTERACTIONS	10102306	10/16/2018	15/145170	5/3/2016	Acoustic, L.P.	US
GENERATING A DOCUMENT OBJECT MODEL (DOM) DIFFERENTIAL	10025762	7/17/2018	15/178807	6/10/2016	Acoustic, L.P.	US

Title	Patent Number	Issue Date	Application Number	Filing Date	Owner	Country
MANAGING SOFTWARE PRODUCT-LINE CUSTOMIZATIONS	9128999	9/8/2015	12/630808	12/3/2009	Acoustic, L.P.	US
SESSION BASED WEB USAGE REPORTER	10110687	10/23/2018	11/544300	10/6/2000	Acoustic, L.P.	US
REAL TIME WEB USAGE REPORTER USING RAM	8396834	3/12/2013	11/546923	10/11/2006	Acoustic, L.P.	US
USING A BLOOM FILTER IN A WEB ANALYTICS APPLICATION	9256686	2/9/2016	12/558956	9/14/2009	Acoustic, L.P.	US
MULTI-SOURCE CONSUMER BEHAVIOR TRACKING SYSTEM	8768943	7/1/2014	12/873597	9/1/2010	Acoustic, L.P.	US
FINANCIAL MODEL ENGINE	7657470	2/2/2010	09/741957	12/20/2000	Acoustic, L.P.	US
ECONOMETRIC OPTIMIZATION ENGINE	7672866	3/2/2010	11/874141	10/17/2007	Acoustic, L.P.	US
APPARATUS FOR MERCHANDISE PRICE OPTIMIZATION	7092918	8/15/2006	09/849168	5/4/2001	Acoustic, L.P.	US
INTERFACE FOR MERCHANDISE PROMOTION OPTIMIZATION	7092896	8/15/2006	09/849448	5/4/2001	Acoustic, L.P.	US
SYSTEM FOR CREATING OPTIMIZED PROMOTION EVENT CALENDAR	7660734	2/9/2010	09/849783	5/5/2001	Acoustic, L.P.	US
PRICE OPTIMIZATION WITH RULE RELAXATION	7617119	11/10/2009	09/888340	6/22/2001	Acoustic, L.P.	US
PROVIDING MARKDOWN ITEM PRICING AND PROMOTION CALENDAR	8639558	1/28/2014	11/534986	9/25/2006	Acoustic, L.P.	US
SYSTEMS AND METHODS FOR PRICE AND PROMOTION RESPONSE ANALYSIS	8010404	8/30/2011	11/933395	10/31/2007	Acoustic, L.P.	US
METHOD AND APPARATUS FOR CONFIGURABLE MODEL-INDEPENDENT DECOMPOSITION OF A BUSINESS METRIC	8209216	6/26/2012	12/263394	10/31/2008	Acoustic, L.P.	US
PREDICTING LIKELIHOOD OF CUSTOMER ATTRITION AND RETENTION MEASURES	9165270	10/20/2015	12/430080	4/25/2009	Acoustic, L.P.	US

Title	Patent Number	Issue Date	Application Number	Filing Date	Owner	Country
ANALYZING CUSTOMER SEGMENTS	10204349	2/12/2019	12/567731	9/25/2009	Acoustic, L.P.	US
SYSTEM AND METHOD FOR GENERATING DEMAND GROUPS	9785953	10/10/2017	12/720661	3/9/2010	Acoustic, L.P.	US
PRODUCT ROLE ANALYSIS	9773250	9/26/2017	12/773826	5/4/2010	Acoustic, L.P.	US
METHOD AND APPARATUS FOR MONITORING AND SYNCHRONIZING USER INTERFACE EVENTS WITH NETWORK DATA	8127000	2/28/2012	11/616616	12/27/2006	Acoustic, L.P.	US
METHOD AND APPARATUS FOR MONITORING AND SYNCHRONIZING USER INTERFACE EVENTS WITH NETWORK DATA	8335848	12/18/2012	13/337905	12/27/2011	Acoustic, L.P.	US
METHOD AND APPARATUS FOR INTELLIGENT CAPTURE OF DOCUMENT OBJECT MODEL EVENTS	8868533	10/21/2014	13/419179	3/13/2012	Acoustic, L.P.	US
METHOD AND APPARATUS FOR INTELLIGENT CAPTURE OF DOCUMENT OBJECT MODEL EVENTS	9495340	11/15/2016	14/226378	3/26/2014	Acoustic, L.P.	US
METHOD AND APPARATUS FOR INTELLIGENT CAPTURE OF DOCUMENT OBJECT MODEL EVENTS	9842093	12/12/2017	15/262604	9/12/2016	Acoustic, L.P.	US
METHOD AND SYSTEM FOR COMMUNICATION BETWEEN A CLIENT SYSTEM AND A SERVER SYSTEM	8949406	2/3/2015	12/191585	8/14/2008	Acoustic, L.P.	US
DYNAMICALLY CONFIGURABLE SESSION AGENT	8583772	11/12/2013	12/904356	10/14/2010	Acoustic, L.P.	US
DYNAMICALLY CONFIGURABLE SESSION AGENT	8898275	11/25/2014	13/972776	8/21/2013	Acoustic, L.P.	US
DYNAMICALLY CONFIGURABLE SESSION AGENT	9207955	12/8/2015	14/516478	10/16/2014	Acoustic, L.P.	US

Title	Patent Number	Issue Date	Application Number	Filing Date	Owner	Country
DYNAMICALLY CONFIGURABLE SESSION AGENT	9787803	10/10/2017	14/851347	9/11/2015	Acoustic, L.P.	US
SYSTEM FOR IDENTIFYING AND INFERRING WEB SESSION EVENTS	8533532	9/10/2013	12/822137	6/23/2010	Acoustic, L.P.	US
REPLAYING CAPTURED NETWORK INTERACTIONS	8990714	3/24/2015	13/223192	8/31/2011	Acoustic, L.P.	US
VISUALIZATION OF WEBSITE ANALYTICS	8930818	1/6/2015	12/750607	3/30/2010	Acoustic, L.P.	US
ON-PAGE MANIPULATION AND REAL-TIME REPLACEMENT OF CONTENT	8914736	12/16/2014	13/401725	2/21/2012	Acoustic, L.P.	US
CAPTURING AND REPLAYING APPLICATION SESSIONS USING RESOURCE FILES	9635094	4/25/2017	13/834963	3/15/2013	Acoustic, L.P.	US
CAPTURING AND REPLAYING APPLICATION SESSIONS USING RESOURCE FILES	10003671	6/19/2018	15/459086	3/15/2017	Acoustic, L.P.	US
METHOD AND APPARATUS FOR CUSTOMER EXPERIENCE SEGMENTATION BASED ON A WEB SESSION EVENT VARIATION	9105035	8/11/2015	13/532415	6/25/2012	Acoustic, L.P.	US
METHOD AND APPARATUS FOR GENERATING PRIVACY PROFILES	9536108	1/3/2017	13/658155	10/23/2012	Acoustic, L.P.	US
SYSTEM FOR CAPTURING AND REPLAYING SCREEN GESTURES	9535720	1/3/2017	13/783866	3/4/2013	Acoustic, L.P.	US
LOCATION-BASED SERVICES PLATFORM	8447332	5/21/2013	12/434508	5/1/2009	Acoustic, L.P.	US
MONITORING SMS MESSAGES RELATED TO SERVER/CUSTOMER INTERACTIONS	9736040	8/15/2017	14/453704	8/7/2014	Acoustic, L.P.	US
MONITORING SMS MESSAGES RELATED TO SERVER/CUSTOMER INTERACTIONS	9742642	8/22/2017	14/683293	4/10/2015	Acoustic, L.P.	US

Title	Patent Number	Issue Date	Application Number	Filing Date	Owner	Country
ANTI-PHISHING ELECTRONIC MESSAGE VERIFICATION	8838709	9/16/2014	13/220167	8/29/2011	Acoustic, L.P.	US
TEMPORARY SUSPENSION OF ELECTRONIC COMMUNICATIONS	9548953	1/17/2017	13/357942	1/25/2012	Acoustic, L.P.	US
MOBILE GESTURE REPORTING AND REPLAY WITH UNRESPONSIVE GESTURES IDENTIFICATION AND ANALYSIS	9720592	8/1/2017	14/662688	3/19/2015	Acoustic, L.P.	US
MOBILE GESTURE REPORTING AND REPLAY WITH UNRESPONSIVE GESTURES IDENTIFICATION AND ANALYSIS	9684445	6/20/2017	15/072430	3/17/2016	Acoustic, L.P.	US
SCALABLE TUNING ENGINE	9785951	10/10/2017	11/364966	2/28/2006	Acoustic, L.P.	US
PLAN TUNING ENGINE	9858579	1/2/2018	11/365153	2/28/2006	Acoustic, L.P.	US
GENERATING A DOCUMENT OBJECT MODEL (DOM) DIFFERENTIAL	10831986	11/10/2020	16/002612	6/7/2018	Acoustic, L.P.	US
METHOD, MEDIUM AND SYSTEM FOR DETERMINING WHETHER A TARGET ITEM IS RELATED TO A CANDIDATE AFFINITY ITEM	10304113	5/28/2019	12/615476	11/10/2009	Acoustic, L.P.	US
GENERATING PRODUCT DECISIONS	10496938	12/3/2019	12/626666	11/26/2009	Acoustic, L.P.	US
METHOD AND APPARATUS FOR USING PROXIES TO INTERACT WITH WEBPAGE ANALYTICS	10521486	12/31/2019	15/907651	2/28/2018	Acoustic, L.P.	US
CAPTURING AND REPLAYING APPLICATION SESSIONS USING RESOURCE FILES	10523784	12/31/2019	15/459092	3/15/2017	Acoustic, L.P.	US
METHOD AND APPARATUS FOR GENERATING PRIVACY PROFILES	10474840	11/12/2019	15/040178	2/10/2016	Acoustic, L.P.	US

Title	Patent Number	Issue Date	Application Number	Filing Date	Owner	Country
DYNAMIC ZOOMING OF CONTENT WITH OVERLAYS	10474735	11/12/2019	13/828476	3/14/2013	Acoustic, L.P.	US
TEMPORARY SUSPENSION OF ELECTRONIC COMMUNICATIONS	10972415	4/6/2021	15/372843	12/8/2016	Acoustic, L.P.	US
TARGETED ELECTRONIC AND NETWORKED CONTENT DELIVERY	10785326	9/22/2020	14/533038	11/4/2014	Acoustic, L.P.	US