

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7639313

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BSWIFT LLC	11/07/2022
RECEIVING PARTY DATA	
Name:	SIXTH STREET LENDING PARTNERS, AS COLLATERAL AGENT
Street Address:	2100 MCKINNEY AVENUE, STE. 1500
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D962270
Patent Number:	D881907
Patent Number:	D809540
Patent Number:	D813255
Patent Number:	D812631
Patent Number:	D823339
Patent Number:	D863327
Patent Number:	D843409
CORRESPONDENCE DATA	
Fax Number:	(617)979-9301
<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:	6179799376
Email:	christine.slattery@whitecase.com
Correspondent Name:	CHRISTINE SLATTERY, SR. LEGAL ASSISTANT
Address Line 1:	75 STATE STREET
Address Line 2:	WHITE & CASE LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02109
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	11/10/2022

PATENT

Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 7, 2022, by bswift LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Sixth Street Lending Partners, as Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 7, 2022, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral (excluding any Excluded Assets) of the Grantor (the “**Patent Collateral**”):

(a) All issued and applied for Patents of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Patent Security Agreement shall terminate in accordance with, and subject to the terms and conditions set forth in, Section 6.11 of the Security Agreement. Upon the termination of this Patent Security Agreement, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor all documents, instruments, make all filings, and take all other actions reasonably requested by the Grantor in writing to evidence the release of the Lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In

the event of any conflict or inconsistency between the terms of this Patent Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. 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 laws of the State of New York.

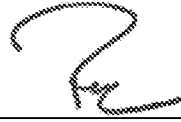
[Signature pages follow.]

BSWIFT LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Steve Mills
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

SIXTH STREET LENDING PARTNERS, as Collateral Agent



By:

Name: Robert Stanley

Title: Vice President

**Schedule I
to Patent Security Agreement**

ISSUED U.S. PATENTS AND PATENT APPLICATIONS

1. Issued Patents

Title	Country	Patent Number	Filing Date	Issue Date	Owner
DISPLAY SCREEN WITH A GRAPHICAL USER INTERFACE	United States of America	D962270	3/18/2020	8/30/2022	bswift LLC
A DISPLAY SCREEN WITH A GRAPHICAL USER INTERFACE	United States of America	D881907	4/22/2016	4/21/2020	bswift LLC
DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	United States of America	D809540	4/22/2016	2/6/2018	bswift LLC
DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	United States of America	D813255	4/22/2016	3/20/2018	bswift LLC
DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	United States of America	D812631	4/22/2016	3/13/2018	bswift LLC
A DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	United States of America	D823339	4/22/2016	7/17/2018	bswift LLC
DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	United States of America	D863327	4/22/2016	10/15/2019	bswift LLC
DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	United States of America	D843409	4/22/2016	3/19/2019	bswift LLC

2. Patent Applications

None.