

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7657855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ZENDESK, INC.	11/22/2022

RECEIVING PARTY DATA

Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	399 PARK AVENUE
Internal Address:	38TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	8661049
Patent Number:	9172807
Patent Number:	10348898
Patent Number:	9910931
Patent Number:	10580012
Patent Number:	10699183
Patent Number:	11436610
Patent Number:	11397952
Patent Number:	10721331
Patent Number:	10795987
Patent Number:	10447498
Patent Number:	11044090
Patent Number:	10992810
Patent Number:	11343379
Patent Number:	10841190
Patent Number:	11070671
Patent Number:	11146512
Patent Number:	11281627
Application Number:	17724895

PATENT

Property Type	Number
Application Number:	16818852
Application Number:	16854651
Application Number:	29734114
Application Number:	17470153
Application Number:	16927698
Application Number:	16932199
Application Number:	17505168
Application Number:	17375164
Application Number:	17483182
Application Number:	17742307
Application Number:	63253491
Application Number:	17559267
Application Number:	17823755
Application Number:	17929117
Application Number:	17955869

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	063053-0025
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	11/22/2022

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of November 22, 2022 (this "Agreement"), among Zendesk, Inc., a Delaware corporation (the "Grantor") and Owl Rock Capital Corporation ("ORCC") in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of November 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Zoro Bidco, Inc., a Delaware corporation ("Holdings"), Zoro Merger Sub, Inc., a Delaware corporation, in its capacity as the initial borrower (the "Initial Borrower"), as of and after the effective time of the Merger, Zendesk, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), the Letter of Credit Issuers from time to time party thereto, ORCC, as the Administrative Agent and Collateral Agent, and the other parties from time to time party thereto and (b) the Pledge and Security Agreement dated as of November 22, 2022 (the "Security Agreement"), by and among Holdings, the Initial Borrower, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers and grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in all of such Grantor's right in, and title and interest to and under the following assets, whether now owned or hereafter acquired by such Grantor, but excluding any Excluded Property (the "Collateral"): all (a) patents, statutory invention registrations, certificates of invention, industrial designs and utility models, and all pending applications of the foregoing, including the patents and patent applications in the U.S. Patent and Trademark Office listed on Schedule I hereto, (b) provisionals, reissues, reexaminations, continuations, divisions, continuations-in-part, renewals or extensions thereof, (c) the inventions, discoveries and designs claimed therein, (d) rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (f) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security 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 Security Agreement. Each Grantor hereby acknowledges and

affirms 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 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. 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 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. *INTERCREDITOR AGREEMENT GOVERNS*. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT (AS SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

[Signature Pages Follow]

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

ZENDESK, INC.,
as Grantor

By: DocuSigned by:
Shanti Ariker
Name: Shanti Ariker
Title: General Counsel, Corporate Secretary
and Chief Privacy Officer

[Signature Page to Patent Security Agreement]

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Name: John ten Oever
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT
REEL: 061850 FRAME: 0402

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

Patent	Patent Number	Current Owner of Record
Weight-Based Stemming for Improving Search Quality	8,661,049	Zendesk, Inc.
Techniques for Customer Relationship Management	9,172,807	Zendesk, Inc.
Techniques for Customer Relationship Management	10,348,898	Zendesk, Inc.
Suggestive Input Systems, Methods and Applications for Data Rule Creation	9,910,931	Zendesk, Inc.
Article-Suggestion System For Automatically Resolving Customer-Service Requests	10,580,012	Zendesk, Inc.
Automated System for Proposing Help Center Articles to be Written to Facilitate Resolving Customer-Service Requests	10,699,183	Zendesk, Inc.
Automatically Clustering Customer-Support Requests to Form Customer-Support Topics	11,436,610	Zendesk, Inc.
Semi-Supervised Deep-Learning Approach for Removing Irrelevant Sentences from Text in a Customer-Support System	11,397,952	Zendesk, Inc.
Using an Integration Service to Facilitate Interactions Between Software Systems	10,721,331	Zendesk, Inc.
Rate-Limiting API Calls for an Account in a Customer-Relationship-Management System Based on Predicted Abusive Behavior	10,795,987	Zendesk, Inc.
Facilitating Communications Between Virtual Private Clouds Hosted by Different Cloud Providers	10,447,498	Zendesk, Inc.
Facilitating Request Authentication at a Network Edge Device	11,044,090	Zendesk, Inc.
Web Widget that Facilitates Telephone Calls with Customer-Support Agents and Other Customer-Support Services	10,992,810	Zendesk, Inc.
Web Widget that Facilitates Telephone Calls with Customer-Support Agents and Other Customer-Support Services	11,343,379	Zendesk, Inc.
Using an Inverse Cumulative Histogram to Efficiently Analyze Web Service Request Latencies	10,841,190	Zendesk, Inc.
Middleware Pipeline That Provides Access to External Servers to Facilitate Customer Support Conversations	11,070,671	Zendesk, Inc.

Handing off Customer-Support Conversations Between a Human Agent and a Bot Without Requiring Code Changes	11,146,512	Zendesk, Inc.
Facilitating Quick Evaluation of Trigger Conditions for Business Rules that Modify Customer Support Tickets	11,281,627	Zendesk, Inc.

Patent Application	Application Number	Current Owner of Record
Web Widget that Facilitates Telephone Calls with Customer-Support Agents and Other Customer-Support Services	17/724895	Zendesk, Inc.
Encoding Conversational State and Semantics in a Dialogue Tree to Facilitate Automated Customer-Support Conversations	16/818852	Zendesk, Inc.
Automatically Suggesting Macros to Help Agents Process Tickets in an Online Customer-Support System	16/854651	Zendesk, Inc.
Display Screen for a Graphical User Interface	29/734114	Zendesk, Inc.
Handing off Customer-Support Conversations Between a Human Agent and a Bot Without Requiring Code Changes	17/470153	Zendesk, Inc.
Maintaining Status Information For Customer-Support Agents Across Multiple Channels	16/927698	Zendesk, Inc.
Providing Fast Trigger Matching to Support Business Rules that Modify Customer-Support Tickets	16/932199	Zendesk, Inc.
Conserving Computer Resources Through Query Termination	17/505168	Zendesk, Inc.
Comparing the Performance of Multiple Application Versions	17/375164	Zendesk, Inc.
Split Triggers for Executing Computer Operations	17/483182	Zendesk, Inc.
Predicting a Set of Fitted Knowledge Elements	17/742307	Zendesk, Inc.
Dense Template Retrieval for Customer Support	63/253491	Zendesk, Inc.
Balancing Time-Constrained Data Transformation Workflows	17/559267	Zendesk, Inc.
Scheduling Automated Workflows to Conserve Computing Resources	17/823755	Zendesk, Inc.
Operating a Distributed Worker Pool to Conserve Computing Resources	17/929117	Zendesk, Inc.
Providing Fast Trigger Matching to Support Business Rules that Modify Customer-Support Tickets	17/955869	Zendesk, Inc.