

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7796148

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	GLUWARE IP, LLC	10/15/2021
RECEIVING PARTY DATA		
Name:	BAIN CAPITAL CREDIT, LP	
Street Address:	200 CLARENDON STREET	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Patent Number:	8837491	
Patent Number:	9319300	
Patent Number:	9760528	
Patent Number:	9785412	
Patent Number:	9780965	
Patent Number:	9928082	
Application Number:	62137064	
CORRESPONDENCE DATA		
Fax Number:	(312)862-2200	
<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:	3128622000	
Email:	rob.soneson@kirkland.com	
Correspondent Name:	ROB SONESON	
Address Line 1:	300 N LASALLE	
Address Line 2:	KIRKLAND & ELLIS LLP	
Address Line 4:	CHICAGO, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:	10301-365	
NAME OF SUBMITTER:	ROB SONESON	
SIGNATURE:	/rsoneson/	
DATE SIGNED:	02/14/2023	

Total Attachments: 8

source=Gluware - IP Security Agreement (executed)_(80891009_1)#page1.tif

source=Gluware - IP Security Agreement (executed)_(80891009_1)#page2.tif

source=Gluware - IP Security Agreement (executed)_(80891009_1)#page3.tif

source=Gluware - IP Security Agreement (executed)_(80891009_1)#page4.tif

source=Gluware - IP Security Agreement (executed)_(80891009_1)#page5.tif

source=Gluware - IP Security Agreement (executed)_(80891009_1)#page6.tif

source=Gluware - IP Security Agreement (executed)_(80891009_1)#page7.tif

source=Gluware - IP Security Agreement (executed)_(80891009_1)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of October 15, 2021, by each entity listed as a grantor on the signature pages hereto (each a “Grantor”, and together, “Grantors”), in favor of BAIN CAPITAL CREDIT, LP (“Bain”), in its capacity as agent for the Lenders defined below (in such capacity, “Agent”).

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of October 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among GLUWARE, INC., a Delaware corporation (“Borrower”), GLUWARE IP, LLC, a Delaware limited liability company (“SPV”), such other Persons as may hereafter become Borrowers or Guarantors thereunder, the Persons which are now or which hereafter become a lender thereunder (collectively, the “Lenders” and each individually a “Lender”) and Agent, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce the Lenders and Agent to enter into the Credit Agreement, Grantors have agreed to secure their Obligations under and as defined in the Credit Agreement, and as further inducement to Agent and the Lenders, SPV has provided to Agent, for the benefit of the Lenders, that certain Guaranty and Suretyship Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including schedules thereto, the “Guaranty”), pursuant to which SPV has, among other things, guaranteed to Agent and the Lenders the payment and performance of all “Obligations” as defined in the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement and the Guaranty, as applicable, Grantors hereby grant to the Agent for its benefit and the benefit of the Lenders, and hereby reaffirm their prior grant, pursuant to the Credit Agreement, of a continuing security interest in and Lien on all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, and in all cases excluding any Excluded Property (collectively, the “IP Collateral”):

(a) all of Grantors’ copyrights and copyright applications and all of Grantors’ registrations of exclusive inbound copyright license rights (collectively, “Copyrights”), including without limitation those United States Copyrights referred to on Schedule 1 hereto;

(b) all of Grantors' patents and patent applications (collectively, "Patents"), including without limitation those United States Patents referred to on Schedule 1 hereto;

(c) all of Grantors' trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those United States Trademarks referred to on Schedule 1 hereto;

(d) any issued patents, registered trademarks or service marks, or registered copyrights issuing on or from any applications included in the foregoing;

(e) all reissues, reexaminations, continuations, continuations-in-part, divisionals, extensions, or renewals, as applicable, of the foregoing; and

(f) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under each of the Credit Agreement and the Guaranty, as applicable, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to Agent, the Lenders or any of them pursuant to each of the Credit Agreement and Guaranty, as applicable.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantors hereby represent and warrant to, and agree with Agent and Lenders as follows: Schedule 1 hereto accurately lists all United States registered IP Collateral and applications therefor as of the date hereof.

6. RESERVED.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission and any electronic, electronic image scan

transmission or photocopied manual signature shall be deemed and shall for all purposes have the same legal effect as an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

GRANTORS:

GLUWARE IP, LLC

By: Jeffrey G. Gray
2679B073EB41433

Name: CEO

Title: 10/14/2021 | 3:10:37 PM PDT

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 062693 FRAME: 0657

AGENT:

BAIN CAPITAL CREDIT, LP

By:  DocuSigned by:
7A392CAC4860442
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 062693 FRAME: 0658

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyright applications and registrations

None.

II. Patents and Patent Applications

Name	Application #	Patent #
Systems & Methods for Object-Oriented Modeling of Networks	62/137,064	Provisional case converted to US Patent 9,785,412
Regional Virtual VPN	12/471,199	8,837,491
System and Method for Determining Endpoint Configurations for Endpoints of a Virtual Private Network (VPN) and Deploying the Configurations to the Endpoints	12/634,536	9,319,300
Methods and Systems for Creating a Network	13/830,737	9,760,528
Methods and Systems for Object-Oriented Modeling of Networks	15/056,776	9,785,412
Methods and Systems for Communicating Using a Virtual Private Network	14/325,757	9,780,965
Methods and Systems for Remote Device Configuration	14/219,654	9,928,082

III. Trademarks and Trademark Applications

Mark	Registration No.	Registration Date	Country	Class
[g] Logo	4,352,836	June 18, 2013	USA	42
CUBE DESIGN	5,452,986	Apr 24, 2018	USA	42
GLUWARE	4,305,660	March 19, 2013	USA	42
[g]uware Logo	4,352,853	June 18, 2013	USA	42
GLUWARE	5,447,530	Apr 17, 2018	USA	9