

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7828917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GFI USA, LLC	03/06/2023
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	800 CAPITOL STREET
Internal Address:	14TH FLOOR
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 16	
Property Type	Number
Patent Number:	8396930
Patent Number:	8738718
Patent Number:	10757023
Patent Number:	10798004
Patent Number:	10798003
Application Number:	16929661
Application Number:	17009557
Application Number:	17009612
Patent Number:	10193808
Patent Number:	10257094
Patent Number:	10237185
Patent Number:	9565109
Patent Number:	10469331
Patent Number:	11075818
Application Number:	17357566
Patent Number:	9705753
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2146653630
Email: alison.hutchings@gtlaw.com
Correspondent Name: GREENBERG TRAURIG, LLP
Address Line 1: 2200 ROSS AVENUE
Address Line 2: SUITE 5200
Address Line 4: DALLAS, TEXAS 75201

NAME OF SUBMITTER:	ALISON HUTCHINGS
SIGNATURE:	/Alison Hutchings/
DATE SIGNED:	03/06/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of March 6, 2023, between GFI USA, LLC, a Delaware limited liability company (the “Grantor”) and Bank of America, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of March 6, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among the Grantor, each other Loan Party party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of March 6, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as the borrower (in such capacity, the “Borrower”), each other Loan Party party thereto, the lenders from time to time party thereto (the “Lenders”), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit 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 shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** To secure the prompt and complete payment or performance, as the case may be, of the Secured Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the ratable benefit of the Secured Parties, a right of set-off against and a security interest in all of its right, title or interest in, to and under any and all of the following assets and properties, whether now owned by, deemed by law to have the right or power to convey rights in by or owing to, or hereafter acquired by, deemed by law to have the right or power to convey rights in by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located, including those listed on Schedule I (collectively, the “Patent Collateral”):

- (a) all letters patent and applications therefor;
- (b) all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions thereof; and

- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to same throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent 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 any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. ***Choice of Law.*** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

GFI USA, LLC, as Grantor

By: 

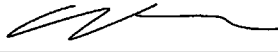
Name: ANDREW S. PRICE

Title: CFO

[Signature Page to the Patent Security Agreement]

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REEL: 062888 FRAME: 0564

BANK OF AMERICA, N.A., as the
Administrative Agent

By: _____

Name: Adam Rose

Title: Senior Vice President

SCHEDULE I

Patents and Patent Applications

<u>Loan Party/Owner</u>	<u>Patents</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
GFI USA, LLC*	Systems and Methods for Facilitating Creating Calendar Entries in Client Devices	United States	8,396,930	3/12/2013
GFI USA, LLC*	Systems and Methods for Facilitating Creating Calendar Entries in Client Devices	United States	8,738,718	5/27/2014
GFI USA, LLC*	System and Method for Detecting a Potentially Malicious Executable File	Great Britain	2,383,444 B	12/3/03
GFI USA, LLC*	E-Mail Virus Detection and Deletion	Great Britain	2,357,939 B	5/15/02
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	10,757,023	8/25/20
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	10,798,004	10/6/20
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	10,798,003	10/6/20
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	16/929,661	7/15/20
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	17/009,557	9/1/20
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	17/009,612	9/1/20
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	10,193,808	1/29/19

<u>Loan Party/Owner</u>	<u>Patents</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	10,257,094	4/9/19
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	10,237,185	3/19/19
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	USA	9,565,109	2/7/17
GFI USA, LLC*	Extensible Analytics and Recommendation Engine for Network Traffic Data	Australia	2020223667	8/25/20
GFI USA, LLC*	Extensible Analytics and Recommendation Engine for Network Traffic Data	USA	10,469,331	11/5/19
GFI USA, LLC*	Extensible Analytics and Recommendation Engine for Network Traffic Data	USA	11,075,818	7/27/21
GFI USA, LLC*	Extensible Analytics and Recommendation Engine for Network Traffic Data	USA	17/357,566	6/24/21
GFI USA, LLC*	Extensible Analytics and Recommendation Engine for Network Traffic Data	USA	9,705,753	7/11/17
GFI USA, LLC*	Method and System for Using Dynamic Bandwidth Detection to Drive Quality of Service Control Refinement	Australia	2015200698	2/12/15
GFI USA, LLC*	Extensible Analytics and Recommendation Engine for Network Traffic Data	Australia	2016201999	4/2/15
GFI USA, LLC*	Extensible Analytics and Recommendation Engine for Network Traffic Data	Canada	2,925,654	3/30/16
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	Australia	2016202084	4/4/16

<u>Loan Party/Owner</u>	<u>Patents</u>	<u>Country</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
GFI USA, LLC*	Method and System for Triggering Augmented Data Collection on a Network Based on Traffic Patterns	Canada	2,925,717	7/11/17

*Because these patents have undergone multiple assignment events since summer of 2022, they are in various stages of the recordal process in each country. The ultimate assignee of these patents is GFI USA, LLC.

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RECORDED: 03/06/2023