

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7915388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RPX CORPORATION	10/07/2021
RECEIVING PARTY DATA	
Name:	BARINGS FINANCE LLC, AS COLLATERAL AGENT
Street Address:	300 SOUTH TRYON STREET
Internal Address:	SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	09963843
Application Number:	10255142
Application Number:	11002367
Application Number:	13433356
Application Number:	60255331
Application Number:	10020094
Application Number:	12338978
Application Number:	12408517
Application Number:	12408609
Application Number:	13651817
Application Number:	13888872
Application Number:	14823745
Application Number:	14847625
Application Number:	16559239
Application Number:	16693669
Application Number:	16925764
PCT Number:	US0230660
CORRESPONDENCE DATA	

Fax Number: (212)294-4700

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: 2122946635

Email: dkumar@winston.com

Correspondent Name: WINSTON & STRAWN LLP - BECKY TROUTMAN

Address Line 1: 101 CALIFORNIA STREET

Address Line 2: 35TH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER:	RPX Q3 2021 PSA BARINGS
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NAME OF SUBMITTER:	BECKY L. TROUTMAN
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SIGNATURE:	/Becky L. Troutman/
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DATE SIGNED:	04/21/2023
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of October 7, 2021 (this "Patent Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Barings Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of October 23, 2020 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, RPX Corporation, a Delaware corporation (the "Parent Borrower" and, together with each Additional Borrower from time to time party thereto, the "Borrowers" and each individually, a "Borrower"), Riptide Parent, LLC, a Delaware limited liability company, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are 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, each Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. 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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record 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 counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.


SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

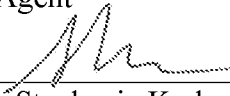
PLEDGOR:

RPX CORPORATION

By: 
Name: Emily Gavin
Title: General Counsel

Accepted and Agreed:

BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Stephanie Krebs
Title: Managing Director

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Patent No.	Pub. No.	App. No.	Country	Title	File Date	Pub. Date
US6535120		US09/963843	US	Programmable universal locating system	9/25/2001	3/18/2003
US6943679		US10/255142	US	Programmable universal locating system	9/24/2002	9/13/2005
US7375632		US11/002367	US	Programmable locating system and method	12/1/2004	5/20/2008
	AU2002334690	AU2002334690A1	AU	Programmable universal locating system	9/25/2002	4/7/2003
	WO03027809A2	US0230660W	WO	Programmable universal locating system	9/25/2002	4/3/2003
US8957448		US13/433356	US	Led package and fabrication method of the same	3/29/2012	2/17/2015
	KR101181224	KR20110028187A	KR	Led package and fabricating method of the same	3/29/2011	9/10/2012
		US60/255331	US	System and method for wireless telecommunications network	12/13/2000	

US91070 30		US10/020094	US	Communication system for sending advertisements based on location determination and previously specified user selections	12/13/2001	8/11/2015
US84377 71		US12/338978	US	Parental control of access to information from a computer system	12/18/2008	5/7/2013
US82905 06		US12/408517	US	Wireless communication system and method for sending a notification of proximity of a first wireless communication device to a second wireless communication device	3/20/2009	10/16/2012
		US12/408609	US		3/20/2009	
US91313 37		US13/651817	US	Wireless communication system and method for sending a notification of proximity of a first wireless communication device to a second wireless	10/15/2012	9/8/2015

				communication device		
		US13/888872	US		5/7/2013	
US10405131		US14/823745	US	Location-determining system for use with a mobile device	8/11/2015	9/3/2019
US10492026		US14/847625	US	Wireless communication system and method for sending a notification of proximity of a first wireless communication device to a second wireless communication device	9/8/2015	11/26/2019
		US16/559239	US		9/3/2019	
		US16/693669	US		11/25/2019	
		US16/925764	US		7/10/2020	