

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7957348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RPX CORPORATION	04/06/2023
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: 25	
Property Type	Number
Application Number:	11619154
Application Number:	11619156
Application Number:	11619158
Application Number:	11619164
Application Number:	11619165
Application Number:	60525615
Application Number:	61670940
Application Number:	15494787
Application Number:	62278650
Application Number:	11507795
Application Number:	15406148
Application Number:	11026783
Application Number:	11151115
Application Number:	12875976
Application Number:	13587753
Application Number:	13941057
Application Number:	08070787
Application Number:	07883868
Application Number:	08315691

Property Type	Number
Application Number:	08937144
Application Number:	09671580
Application Number:	10638220
Application Number:	12077540
Application Number:	12930779
Application Number:	13694429

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 Q1 2023 PSA BARINGS
NAME OF SUBMITTER:	BECKY L. TROUTMAN
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	05/17/2023

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of April 6, 2023 (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

Asset Status	Country	Application Number	Filing Date	Patent Number	Issue Date
ABANDONED	US	US11619154	1/2/2007	US20070150483A1	
ABANDONED	US	US11619156	1/2/2007	US20070150468A1	
ABANDONED	US	US11619158	1/2/2007	US20070162396A1	
ABANDONED	US	US11619164	1/2/2007	US20070150721A1	
ABANDONED	US	US11619165	1/2/2007	US20070150457A1	
EXPIRED	US	US60525615	5/19/2011		
EXPIRED	US	US61670940	7/12/2012		
ABANDONED	US	US15494787	4/24/2017	US20170228464A1	
EXPIRED	US	US62278650	1/14/2016		
ABANDONED	US	US11507795	8/22/2006	US20060281555A1	
EXPIRED	WO	US2005047040 W	12/22/2005	WO2006073928A3	

Asset Status	Country	Application Number	Filing Date	Patent Number	Issue Date
GRANTED	US	US15406148	1/13/2017	US10136167B1	11/20/2018
GRANTED	US	US11026783	12/30/2004	US7094154B2	8/22/2006
GRANTED	US	US11151115	6/13/2005	US7451135B2	11/11/2008
GRANTED	US	US12875976	9/3/2010	US8392395B2	3/5/2013
GRANTED	US	US13587753	8/16/2012	US8838589B1	9/16/2014
GRANTED	US	US13941057	7/12/2013	US9648130B1	5/9/2017
EXPIRED	US	US08070787	6/3/1993	US5311591A	5/10/1994
EXPIRED	US	US07883868	5/15/1992	US5412717A	5/2/1995
EXPIRED	US	US08315691	9/30/1994	US5715468A	2/3/1998
EXPIRED	US	US08937144	9/24/1997	US6138087A	10/24/2000
EXPIRED	US	US09671580	9/27/2000	US6609091B1	8/19/2003
EXPIRED	US	US10638220	8/8/2003	US7349840B2	3/25/2008
EXPIRED	US	US12077540	3/20/2008	US7873509B1	1/18/2011
EXPIRED	US	US12930779	1/14/2011	US8326603B1	12/4/2012

Asset Status	Country	Application Number	Filing Date	Patent Number	Issue Date
EXPIRED	US	US13694429	11/30/2012	US8688436B1	4/1/2014