

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7960289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AIRSPAN IP HOLDCO LLC	05/18/2023
RECEIVING PARTY DATA	
Name:	DBFIP ANI LLC
Street Address:	1345 AVENUE OF THE AMERICAS
Internal Address:	46TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10105
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	11431467
Application Number:	17824374
Application Number:	17824519
Application Number:	17750176
Application Number:	17745818
Application Number:	18080323
Application Number:	18080462
Application Number:	18107453
Application Number:	18107455
CORRESPONDENCE DATA	
Fax Number:	
<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:	6123402600
Email:	hutton.emma@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	50 SOUTH SIXTH STREET, SUITE 1500=
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-1498
NAME OF SUBMITTER:	EMMA HUTTON

SIGNATURE:	/Emma Hutton/
DATE SIGNED:	05/18/2023
Total Attachments: 6 source=Fortress - Airspan - Supplemental Patent Security Agreement (May 2023) [EXECUTION VERSION]#page1.tif source=Fortress - Airspan - Supplemental Patent Security Agreement (May 2023) [EXECUTION VERSION]#page2.tif source=Fortress - Airspan - Supplemental Patent Security Agreement (May 2023) [EXECUTION VERSION]#page3.tif source=Fortress - Airspan - Supplemental Patent Security Agreement (May 2023) [EXECUTION VERSION]#page4.tif source=Fortress - Airspan - Supplemental Patent Security Agreement (May 2023) [EXECUTION VERSION]#page5.tif source=Fortress - Airspan - Supplemental Patent Security Agreement (May 2023) [EXECUTION VERSION]#page6.tif	

SUPPLEMENTAL PATENT SECURITY AGREEMENT

This **SUPPLEMENTAL PATENT SECURITY AGREEMENT** (this “**Agreement**”) is made this May 18, 2023, by **AIRSPAN IP HOLDCO LLC**, a Delaware limited liability company (the “**Grantor**”) in favor of **DBFIP ANI LLC**, a Delaware limited liability company (“**Fortress**”) (i) as administrative agent, collateral agent and trustee for itself and the other Secured Parties under the Credit Agreement and the Loan Documents (Fortress, in such capacities, together with its successors and assigns in such capacities, the “**Term Loan Collateral Agent**”) and such Secured Parties (the “**Term Loan Secured Parties**”) and (ii) as administrative agent, collateral agent and trustee for itself and the other Secured Parties under the Note Purchase Agreement referred to below and the Note Documents (Fortress, in such capacities, together with its successors and assigns in such capacities, the “**Note Collateral Agent**” and together with the Term Loan Collateral Agent, collectively referred to herein as, the “**Collateral Agent**”) and such Secured Parties (the “**Note Secured Parties**” and together with the Term Loan Secured Parties, collectively referred to herein as, the “**Secured Parties**”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement (as defined below).

RECITALS

WHEREAS, **AIRSPAN NETWORKS INC.**, a Delaware corporation, as borrower (the “**Borrower**”), **AIRSPAN NETWORKS HOLDINGS INC.**, a Delaware corporation (formerly known as New Beginnings Acquisition Corp.), as joining guarantor (“**Holdings**”) and certain Subsidiaries of the Borrower party thereto, as guarantors (the “**Guarantors**” and together with the Borrower, Holdings, the other Subsidiaries thereafter designated as Guarantors pursuant to Section 6.12 of the Credit Agreement, each a “**Loan Party**” and, collectively the “**Loan Parties**”), the lenders from time to time party thereto (each a “**Lender**” and collectively, the “**Lenders**”) and Term Loan Collateral Agent, are parties to a Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced, or refinanced from time to time, the “**Credit Agreement**”), which Credit Agreement amended and restated in its entirety that certain Amended and Restated Credit Agreement dated August 13, 2021, by and among the Borrower, the Grantor, certain other Guarantors, the Lenders, and the Term Loan Collateral Agent;

WHEREAS, Holdings, the purchasers from time to time party thereto (the “**Purchasers**”) and the Note Collateral Agent are, among others, parties to that certain Amended and Restated Senior Secured Convertible Note Purchase and Guarantee Agreement, dated as of the date hereof (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced, or refinanced from time to time, the “**Note Purchase Agreement**”), which Note Purchase Agreement amended and restated in its entirety that certain Senior Secured Convertible Note Purchase and Guarantee Agreement dated July 30, 2021, by and among the Purchasers and the Note Collateral Agent and pursuant to which Holdings issued to the Purchasers certain Amended and Restated Senior Secured Convertible Notes, dated as the date hereof;

WHEREAS, in connection with the Credit Agreement, the Note Purchase Agreement and the other Transaction Documents (as defined in the Credit Agreement), Holdings, the Borrower, the Grantor and certain of the other Loan Parties and Note Parties (as defined in the Note Purchase Agreement) are parties to that certain Amended and Restated Security Agreement, dated as of

August 13, 2021 (as amended, amended and restated, restated, supplemented or otherwise modified, extended, replaced or refinanced from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, for the benefit of the Secured Parties, which Security Agreement amended and restated in its entirety that certain Security Agreement dated December 30, 2020, by and among the Grantor and certain other Loan Parties in favor of the Note Collateral Agent (the “**Original Security Agreement**”);

WHEREAS, pursuant to the Original Security Agreement, the Grantor executed and delivered to the Collateral Agent, for itself and the benefit of the Lenders, a Patent Security Agreement, which was executed on December 30, 2020 and recorded with the United States Patent and Trademark Office on January 7, 2021, at Reel 055472, Frame 0384 (the “**December 2020 Confirmatory Grant**”);

WHEREAS, pursuant to the Original Security Agreement, the Grantor executed and delivered to the Collateral Agent, for itself and the benefit of the Lenders, a Supplemental Patent Security Agreement, which was executed on August 9, 2021 and recorded with the United States Patent and Trademark Office on August 9, 2021, at Reel 057120, Frame 0486 (the “**August 9, 2021 Supplemental Confirmatory Grant**”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent, for itself and the benefit of the Lenders, an Amended and Restated Patent Security Agreement, which was executed on August 13, 2021 and recorded with the United States Patent and Trademark Office on August 13, 2021, at Reel 057183 Frame 0733 (the “**August 13, 2021 Supplemental Confirmatory Grant**”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent, for itself and the benefit of the Lenders, a Supplemental Patent Security Agreement, which was executed on June 28, 2022 and recorded with the United States Patent and Trademark Office on July 13, 2022, at Reel 060638, Frame 0274 (the “**June 28, 2022 Supplemental Confirmatory Grant**”);

WHEREAS, pursuant to the to the Security Agreement, the Grantor executed and delivered to the Collateral Agent, for itself and the benefit of the Lenders, a Supplemental Patent Security Agreement, which was executed on August 19, 2022 and recorded with the United States Patent and Trademark Office on August 22, 2022, at Reel 061297, Frame 0208 (the “**August 19, 2022 Supplemental Confirmatory Grant**”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent, for itself and the benefit of the Lenders, a Supplemental Patent Security Agreement, which was executed on November 18, 2022 and recorded with the United States Patent and Trademark Office on November 18, 2022, at Reel 061967, Frame 0108 (the “**November 18 Supplemental Confirmatory Grant**” and together with the December 2020 Confirmatory Grant, the August 9, 2021 Supplemental Confirmatory Grant, the August 13, 2021 Supplemental Confirmatory Grant, the June 28, 2022 Supplemental Confirmatory Grant, and the August 19, 2022 Supplemental Confirmatory Grant, the “**Existing Confirmatory Grants**”);

WHEREAS, in addition to the patents described in the Existing Confirmatory Grants, the Grantor owns the patents listed on Schedule 1 attached hereto, which patents are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Supplemental Patent Security Agreement supplements and does not replace the Existing Confirmatory Grants.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantors hereby pledge, collaterally assign and transfer to the Collateral Agent, and hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the "**Patent Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Patents and Patent Licenses, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Patents and the Patent Licenses referred to on Schedule I, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Patent Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all proceeds and products of, and all past, present and future income, royalties and any other payments associated with the foregoing, now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the Patent Collateral shall not include any Excluded Assets.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, 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 Secured Obligations and would be owed by the Grantors to the Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantors shall obtain rights to any new patentable inventions or become entitled to the benefit of any Patent application or Patent including any reissue, division, or continuation or any Patent License, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such Patent rights or Patent Licenses of the Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.02 of the Credit Agreement and in Section 14.28 of the Note Purchase Agreement, as the context may require, also apply to this Agreement.

7. 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, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

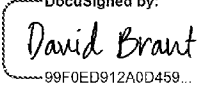
8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement and terms of the Intercreditor Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

AIRSPAN IP HOLDCO LLC

By:  _____
Name: David Brant
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to Supplemental Patent Security Agreement]

SCHEDULE I
to
SUPPLEMENTAL PATENT SECURITY AGREEMENT

Pending Applications

Country	Title	Application No./(Patent No.)	Application Filing Date/(Issue Date)
U.S.	Dynamic measurement periods in wireless communications	17824374	2022-05-25
U.S.	Mobile radio device and method for selecting candidate base stations	17824519	2022-05-25
U.S.	Frequency adjustment within a wireless communication system for a moving vehicle.	17750176	2022-05-20
U.S.	Handover analysis for a moving vehicle	17745818	2022-05-16
U.S.	Systems and methods for time synchronization using a single GNSS satellite	(11431467)	(2022-08-30)
U.S.	UL Scheduling for Fast Moving Vehicles Using Narrow Beams	18080323	2022-12-13
U.S.	Cross Coupled UL and DL Scheduling of Fast Moving Vehicles Using Narrow Beams	18080462	2022-12-13
U.S.	Omni-Directional Antenna System and Device for MIMO Applications	18107453	2023-02-08
U.S.	Wi-Fi Hotspot Repeater	18107455	2023-02-08