# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8298552

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN PATENT SECURITY AGREEMENT	

# **CONVEYING PARTY DATA**

Name	Execution Date
JEFFERIES FINANCE LLC	11/28/2023

# **RECEIVING PARTY DATA**

Name:	BEYONDTRUST SOFTWARE, INC.
Street Address:	5090 N. 40TH STREET, SUITE 400
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85018

# **PROPERTY NUMBERS Total: 16**

Property Type	Number
Application Number:	09861830
Patent Number:	10702127
Patent Number:	10867081
Patent Number:	11206376
Application Number:	12497429
Application Number:	12571231
Application Number:	12772914
Application Number:	13207338
Application Number:	14024542
Application Number:	14182651
Application Number:	14327087
Application Number:	14502845
Application Number:	14522540
Application Number:	14983418
Application Number:	15390600
Application Number:	15596420

# **CORRESPONDENCE DATA**

# **Fax Number:**

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.

PATENT REEL: 065696 FRAME: 0798

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Correspondent Name: NOREEN GOSSELIN
Address Line 1: KIRKLAND & ELLIS LLP
Address Line 2: 300 NORTH LASALLE
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	17697-15
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	11/28/2023

# **Total Attachments: 7**

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#### RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL

This RELEASE OF SECURITY INTEREST IN PATENT COLLATERAL, dated as of November 28, 2023 (this "Release"), is made by JEFFERIES FINANCE LLC, as Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the "Collateral Agent") in favor of BEYONDTRUST SOFTWARE, INC., a Delaware corporation. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

# WITNESSETH

WHEREAS, Grantor is a party to that certain First Lien Security Agreement, dated as of April 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, in connection with the Security Agreement and pursuant to those certain agreements described on <u>Annex I</u> attached hereto (collectively, the "<u>Patent Security Agreements</u>"), the Grantor granted security interests to Collateral Agent, for the benefit of the Secured Parties, in the Patent Collateral (as defined in the Patent Security Agreements) owned by the Grantor, including without limitation, the patents and patent applications listed on <u>Annex I</u> attached hereto) as security for certain obligations owing by the Grantor to Agent, on behalf of Secured Parties;

WHEREAS, the Patent Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels/frames or volume/document no., as applicable, set forth on Annex I attached hereto;

WHEREAS, Grantor has requested and the Collateral Agent has agreed to terminate and release, for itself and on behalf of the Secured Parties, the entirety of its and their security interest in the Patent Collateral; and

WHEREAS, Grantor has requested and Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in Patent Collateral, including the patents and patent applications listed in <u>Annex 1</u> hereto, together with all corresponding rights included in such patents and patent applications granted to the Secured Parties under the Patent Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

# SECTION 1. TERMINATION AND RELEASE

The Collateral Agent, on behalf of itself and the Secured Parties, hereby DISCHARGES, TERMINATES, RELEASES, RELINQUISHES, and CANCELS fully, without recourse, representation or warranty of any kind, its security interest in the Patent Collateral, including the issued patents and patent applications set forth in <u>Annex I</u> attached hereto, and agrees that any right, title or interest of the Collateral Agent in the Patent Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent or the Secured Parties have acquired any right, title or interest in, to or under the Patent Collateral, including the patents and patent applications listed in <u>Annex 1</u> hereto, the undersigned hereby re-transfers, re-conveys and re-assigns to Grantor, without recourse, representation or warranty of any kind, any and all right, title and interest that the Collateral Agent may have obtained in or to the Patent Collateral, including

the issued patents and patent applications set forth in <u>Annex I</u> attached hereto, under the Security Agreement and the Patent Security Agreements and any right, title or interest of the Collateral Agent or the Secured Parties in the Patent Collateral under the Security Agreement and the Patent Security Agreements shall hereby cease and become void. The Collateral Agent, without recourse, representation or warranty of any kind, hereby terminates and cancels the Patent Security Agreements. The Collateral Agent hereby authorizes the Grantor (or its designee) to file this Release with the United States Patent and Trademark Office

#### SECTION 2. RECORDATION

The Collateral Agent hereby authorizes and requests that the U.S. Patent and Trademark Office record this Release.

# SECTION 3. FURTHER ASSURANCES

The Collateral Agent hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its respective agents or designees) reasonably requests, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the Patent Collateral.

### SECTION 4. GOVERNING LAW

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

# SECTION 5. MISCELLANEOUS

This Release may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or "pdf") shall be enforceable as originals.

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

JEFFERIES FINANCE LLC,

as Collateral Agent

Name: Peter Cucchiara

Title: Senior Vice President

REEL: 065696 FRAME: 0802

First Lien Patent Security Agreement dated as of October 3, 2018, by Grantor in favor of Collateral Agent, was recorded with the U.S. Patent and Trademark Office on October 3, 2018 at Reel/Frame 047190/0238.

Patent Application/ Registration No.	Title	Filing/Registration Date	Owner
09/861,830	System and Method for Transaction-Selective Rollback Reconstruction of Database Objects	5/21/2001	BeyondTrust Software, Inc.
10/702,127	Process and Systemt for Auditing Database Activity	11/5/2003	BeyondTrust Software, Inc.
10/867,081	Systemt and Method for Automated Migration from Windows to Linux	6/14/2004	BeyondTrust Software, Inc.
11/206,376	Methods and Systems for Network-Based Management of Application Security	8/18/2005	BeyondTrust Software, Inc.
12/497,429	Systems and Methods for A2A and A2D2 Security Using Program Authentication Factors	7/2/2009	BeyondTrust Software, Inc.
12/571,231	Systems and Methods for Automatic Discovery of Systems and Accounts (CIP)	9/30/2009	BeyondTrust Software, Inc.
12/772,914	Methods and Systems for Controlling Access to Resources and Privileges per Process	5/3/2010	BeyondTrust Software, Inc.
13/207,338	Methods and Systems for Network-Based Management of Application Security	8/10/2011	BeyondTrust Software, Inc.
14/024,542	Methods and Systems for Network-Based Management of Application Security	9/11/2013	BeyondTrust Software, Inc.
14/182,651	Systems and Methods for Risk Based Rules for Application Control	2/18/2014	BeyondTrust Software, Inc.
14/327,087	Systems and Methods for Automatic Discovery of Systems and Accounts	7/9/2014	BeyondTrust Software, Inc.
14/502,845	Methods and Systems for Controlling Access to Resources and Privileges per Process	9/30/2014	BeyondTrust Software, Inc.
14/522,540	Methods and Systems for Controlling Access to Resources and Privileges per Process	10/23/2014	BeyondTrust Software, Inc.

Patent Application/ Registration No.	Title	Filing/Registration Date	Owner
14/983,418	Systems and Methods for Automatic Discovery of Systems and Accounts	12/29/2015	BeyondTrust Software, Inc.
15/390,600	Systems and Methods for Agent-Based Password Updates	12/26/2016	BeyondTrust Software, Inc.
15/596,420	Systems and Mehtods for Controlling Privileged Operations on OS X	5/16/2017	BeyondTrust Software, Inc.

First Lien Patent Security Agreement dated as of December 31, 2018, by Grantor in favor of Collateral Agent, was recorded with the U.S. Patent and Trademark Office on February 11, 2019 at Reel/Frame 048296/0322.

Patent Application/ Registration No.	Title	Filing/Registration Date	Owner
7,568,230	System for Selective Disablement and Locking Out of Computer System Objects	07/28/2009	BeyondTrust Software, Inc.
8,060,937	System for Protecting Domain System Configurations from Users with Local Privilege Rights	11/15/2011	BeyondTrust Software, Inc.
62/505,807	Rapid Enterprise Defense Offline Password Management	05/12/2017	BeyondTrust Software, Inc.

First Lien Patent Security Agreement dated as of October 18, 2022, by Grantor in favor of Collateral Agent, was recorded with the U.S. Patent and Trademark Office on October 18, 2022 at Reel/Frame 061456/0259.

APPLICATION NO. APPLICATION DATE	PATENT NO. FILE DATE	JURISDICTION	TITLE	OWNER
16859242 4/27/2020	n/a	U.S.	ROOT-LEVEL APPLICATION SELECTIVE CONFIGURATION	BEYONDTRUST SOFTWARE, INC.
16/901679 6/15/2020	n/a	U.S.	SYSTEMS AND METHODS FOR EVENT-BASED APPLICATION CONTROL	BEYONDTRUST SOFTWARE, INC.
17175088 2/12/2021	n/a	U.S.	SYSTEMS AND METHODS FOR CONTROLLING PRIVILEGED OPERATIONS	BEYONDTRUST SOFTWARE, INC.
17/729,476 4/26/2022	n/a	U.S.	PROTECTING A COMPUTER DEVICE FROM ESCALATION OF PRIVILEGE ATTACKS	BEYONDTRUST SOFTWARE, INC.

PATENT REEL: 065696 FRAME: 0806

**RECORDED: 11/28/2023**