## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8364630

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
CALABRIO, INC.	01/02/2024

## **RECEIVING PARTY DATA**

Name:	GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT
Street Address:	200 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10166

## **PROPERTY NUMBERS Total: 15**

Property Type	Number	
Application Number:	11099061	
Application Number:	11321639	
Application Number:	18046476	
Application Number:	18064891	
Application Number:	18046469	
Application Number:	18046890	
Application Number:	18066023	
Application Number:	17549561	
Application Number:	17549612	
Application Number:	17892028	
Application Number:	17727734	
Application Number:	17724410	
Application Number:	14737683	
Application Number:	12490631	
Application Number:	12192732	

### **CORRESPONDENCE DATA**

**Fax Number:** (212)751-4864

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:** 2129061209

PATENT REEL: 066027 FRAME: 0897

508317437

**Email:** jess.bajada-bartlett@lw.com

Correspondent Name: LATHAM & WATKINS C/O JESSICA BAJADA-BARTLETT

Address Line 1: 1271 AVENUE OF THE AMERICAS Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	053644-0278
NAME OF SUBMITTER:	JESSICA BAJADA-BARTLETT
SIGNATURE: /s/ Jessica Bajada-Bartlett	
DATE SIGNED:	01/05/2024

## **Total Attachments: 6**

source=Calabrio (2nd Am.) - Patent Security Agreement (Calabrio Inc.) Executed#page1.tif source=Calabrio (2nd Am.) - Patent Security Agreement (Calabrio Inc.) Executed#page2.tif source=Calabrio (2nd Am.) - Patent Security Agreement (Calabrio Inc.) Executed#page3.tif source=Calabrio (2nd Am.) - Patent Security Agreement (Calabrio Inc.) Executed#page4.tif source=Calabrio (2nd Am.) - Patent Security Agreement (Calabrio Inc.) Executed#page5.tif source=Calabrio (2nd Am.) - Patent Security Agreement (Calabrio Inc.) Executed#page6.tif

#### **GRANT OF SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of January 2, 2024, is made by Calabrio, Inc., a Delaware corporation (the "Grantor"), in favor of Golub Capital Markets LLC, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of April 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Calabrio Buyer, LLC, a Delaware limited liability company ("Holdings"), Calabrio, Inc., a Delaware corporation (the "Borrower"), the lending institutions from time to time parties thereto (each, a "Lender" and collectively the "Lenders") and Golub Capital Markets LLC, as administrative agent for the Lenders and as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of April 16, 2021, in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and/or the Security Agreement, as applicable.
- 2. <u>Grant of Security Interest</u>. The Grantor hereby grants a lien on and security interest in all of the Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on <u>Schedule A</u> hereto), including the right to receive all Proceeds therefrom (collectively, the "<u>Collateral</u>"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the

Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

- 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. The words "execution," "execute", "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.
- 6. <u>GOVERNING LAW</u>: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CALABRIO, INC.,

a Delaware corporation, as the Grantor

--- DocuSigned by:

Name: Todd Ladduse

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Patent Rights]

ACKNOWLEDGED:

GOLUB CAPITAD MARKETS LLC

as the Collateral

Name Robert & Tuchscherer Title: Senior Managing Director

## **SCHEDULE A**

# U.S. Patent Registrations and Applications

	Patent Title	Application Number Application Date	Patent Number Registration Date	Status	Owner
1.	VOICE OVER INTERNET PROTOCOL CALL RECORDING	11099061 04/05/2005	7738638 06/15/2010	Issued	Calabrio, Inc.
2.	MODELING AND SIMULATION OF WORKCENTER PROCESSES	11321639 12/30/2005	7584083 09/01/2009	Issued	Calabrio, Inc.
	UNDERSTANDING AND RANKING RECORDED CONVERSATIONS BY CLARITY OF AUDIO	18046476 10/13/2022	-	Pending	Calabrio, Inc.
	SYSTEMS AND METHODS FOR DETECTING EMERGING EVENTS	18064891 12/12/2022	<del></del>	Pending	Calabrio, Inc.
5.	SYSTEMS AND METHODS FOR RAPPORT DETERMINATION	18046469 10/13/2022	+	Pending	Calabrio, Inc.
6.	GENERATING SEARCH INSIGHT DATA	18046890 10/14/2022	<del></del>	Pending	Calabrio, Inc.
7.	DEVICES, SYSTEMS, AND METHODS FOR AUDIO SANITIZATION	18066023 12/14/2021	-	Pending	Calabrio, Inc.
8.	ADVANCED SENTIMENT ANALYSIS	17549561 12/13/2021	-	Pending	Calabrio, Inc.
9.	SEARCHING CALLS BASED ON CONTEXTUAL SIMILARITY AMONG CALLS	17549612 12/13/2021	-	Pending	Calabrio, Inc.
10.	DEVICES, SYSTEMS, AND METHODS FOR INTELLIGENT STRESS LEVEL DETECTION	17892028 08/19/2022	-	Pending	Calabrio, Inc.
11.	INTELLIGENT PHRASE DERIVATION GENERATION	17727734 04/23/2022	-	Pending	Calabrio, Inc.
12.	DEVICES, SYSTEMS, AND METHODS FOR INTELLIGENT DETERMINATION OF CONVERSATIONAL INTENT	17724410 04/19/2022	-	Pending	Calabrio, Inc.
13.	System And Method For Generating Media Bookmarks	14737683 06/12/2015	9342596 05/17/2016	Issued	Calabrio, Inc.

Patent Title	Application Number Application Date	Patent Number Registration Date	Status	Owner
AUTOMATIC DISCLOSURE DETECTION	12490631 06/24/2009	8412527 04/02/2013	Issued	Calabrio, Inc.
SYSTEM AND METHOD FOR GENERATING MEDIA BOOKMARKS	12192732 08/15/2008	8051081 11/01/2011	Issued	Calabrio, Inc.

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**PATENT** 

RECORDED: 01/05/2024 REEL: 066027 FRAME: 0904