508403461 02/23/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI42776

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Supplementary Patent Security Agreement	

CONVEYING PARTY DATA

Name	Execution Date
MicroStrategy Incorporated	02/15/2024
MicroStrategy Services Corporation	02/15/2024

RECEIVING PARTY DATA

Company Name: U.S. Bank Trust Company, National Association, as Successor in Interest U.S. Bank National Association, in its Capacity as Collateral Agent for the Secured Parties	
Street Address:	One Federal Street, 10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	16853629
Application Number:	16915400
Application Number:	16366265
Application Number:	16368282
Application Number:	29871309
Application Number:	18221488
Application Number:	29879965
Application Number:	18225868
Application Number:	18465235
Application Number:	18412146

CORRESPONDENCE DATA

Fax Number: 6175265000

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: 7202743163

Email: janey.davidson@wilmerhale.com **Correspondent Name:** Benjamin S. Fernandez Esquire

Address Line 1: Wilmer Cutler Pickering Hale and Dorr LLP

PATENT REEL: 066663 FRAME: 0713

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Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 107441.192

NAME OF SUBMITTER: Janey Davidson

SIGNATURE: Janey Davidson

DATE SIGNED: 02/23/2024

Total Attachments: 7

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SUPPLEMENTARY PATENT SECURITY AGREEMENT

This SUPPLEMENTARY PATENT SECURITY AGREEMENT (this "Supplementary Patent Security Agreement") is made this 15th day of February, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in interest to U.S. Bank National Association, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, reference is made to that certain (a) Indenture, dated as of June 14, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Indenture"), by and among MICROSTRATEGY INCORPORATED, a Delaware corporation ("Issuer"), the other Guarantors party thereto, USB, as trustee (in such capacity, "Trustee") and as Collateral Agent and (b) the 6.125% senior secured notes due 2028 (the "Notes") issued pursuant to the Indenture;

WHEREAS, in order to induce the Holders to purchase the Notes, Grantors have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Collateral Agreement, dated as of June 14, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Supplementary Patent Security Agreement.

- **NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:
- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, in the Indenture, and this Supplementary Patent Security Agreement shall be subject to the rules of construction set forth in <u>Section 1(b)</u> of the Collateral Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN SUPPLEMENTARY PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising, in each case, to the extent included in the Collateral (collectively, the "Supplementary Patent Collateral"):
 - (a) all of its Patents including those referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

Notwithstanding the foregoing, in no event shall any Excluded Asset constitute Supplementary Patent Collateral. For the avoidance of doubt, the grant of a security interest in the Supplementary Patent Collateral shall not be deemed an absolute assignment thereof to Collateral Agent.

- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Supplementary Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplementary Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the other members of Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- As SECURITY AGREEMENT. The Security Interest granted pursuant to this Supplementary Patent Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Supplementary Patent Collateral made and granted hereby are more fully set forth in the Collateral 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 Supplementary Patent Security Agreement and the Collateral Agreement, the Collateral Agreement shall control.
- 5. COUNTERPARTS. This Supplementary Patent Security Agreement is a Notes Document. This Supplementary Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplementary Patent Security Agreement. Delivery of an executed counterpart of this Supplementary Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplementary Patent Security Agreement. The words "executed," "signed," "signature," "delivery," and words of like import in or relating to this Supplementary Patent Security Agreement or any document to be signed in connection with this Supplementary Patent Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries 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, physical delivery thereof 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. "Electronic Signature" means an electronic symbol or process attached to a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record. Any party delivering an executed counterpart of this Supplementary Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplementary Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplementary Patent Security Agreement.
- 6. <u>CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER</u>. THIS SUPPLEMENTARY PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN <u>SECTION 25</u> OF THE COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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7. <u>COLLATERAL AGENT</u>. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth in the Indenture and the other Notes Documents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Supplementary Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:	MICROSTRATEGY INCORPORATED			
	By: Andrew Lang			
	Name: Andrew Kang Title: Senior Executive Vice President and Chief Financial Officer			
	MICROSTRATEGY SERVICES CORPORATION			
	By: Andrew Lang			
	Name: Andrew Kang Title: Vice President and Treasurer			
COLLATERAL AGENT:	ACCEPTED AND ACKNOWLEDGED BY:			
	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, solely in its capacity as Collateral Agent			
	By: Karen Beard			
	Name: Koren R Beard			
	Title: VICE PRESIDENT			

[SIGNATURE PAGE TO SUPPLEMENTARY PATENT SECURITY AGREEMENT]

SCHEDULE I to SUPPLEMENTARY PATENT SECURITY AGREEMENT

Patents

ISSUED PATENTS

OWNER	TITLE	FILING DATE	COUNTRY	APPLICATION NO.	PATENT NO.
MicroStrategy Incorporated	ENFORCING AUTHORIZATION POLICIES FOR COMPUTING DEVICES	3/7/2023	US	17/096,144	11,599,683
MicroStrategy Incorporated	INFERRING JOINS FOR DATA SETS	3/14/2023	US	16/684,572	11,604,797
MicroStrategy Incorporated	HIGH-THROUGHPUT PARALLEL DATA TRANSMISSION	3/28/2023	US	16/705,630	11,614,970
MicroStrategy Incorporated	DATA ENGINE INTEGRATION AND DATA REFINEMENT	4/11/2023	US	16/853,629	11,625,415
MicroStrategy Incorporated	INCORPORATING OPINION INFORMATION WITH SEMANTIC GRAPH DATA	4/11/2023	US	16/450,673	11,625,426
MicroStrategy Incorporated	SELF-OPTIMIZATION OF COMPUTING ENVIRONMENTS	4/25/2023	US	17/005,657	11,637,748
MicroStrategy Incorporated	SYSTEMS AND METHODS FOR DYNAMIC DOCUMENT VIEWING	5/9/2023	US	17/399,176	11,645,445
MicroStrategy Incorporated	MONITORING PERFORMANCE OF COMPUTING SYSTEMS	6/6/2023	us	17/555,765	11,669,420
MicroStrategy Incorporated	ENTERPRISE HEALTH SCORE AND DATA MIGRATION	6/6/2023	US	17/406,196	11,671,505
MicroStrategy Incorporated	INTERACTIVE INTERFACE FOR BUSINESS ANALYTICS	6/20/2023	US	16/783,998	11,682,390
MicroStrategy Incorporated	SYSTEM AND METHOD FOR DOSSIER CREATION WITH LINKING DOSSIERS AND CONTEXT PASSING	6/27/2023	US	16/855,149	11,687,211
MicroStrategy Incorporated	SYSTEMS AND METHODS FOR AUTOMATIC GENERATION OF DATA VISUALIZATIONS	6/27/2023	US	17/207,924	11,687,596

MicroStrategy Incorporated	CONTEXT-BASED CUSTOMIZATION USING SEMANTIC GRAPH DATA	11/28/2023	US	16/678,948	11,829,417
MicroStrategy Incorporated	CUSTOMIZING COMPUTER PERFORMANCE TESTS	11/28/2023	US	17/832,844	11,829,287
MicroStrategy Incorporated	SEARCH INTEGRATION	11/21/2023	US	16/368,282	11,822,545
MicroStrategy Incorporated	PROVIDING CONTEXTUALLY- RELEVANT DATABASE CONTENT	11/14/2023	US	16/248,659	11,815,936
MicroStrategy Incorporated	RESPONSE HANDLING FOR FREE FORM DOSSIER	10/31/2023	US	16/985,412	11,803,689
MicroStrategy Incorporated	SYSTEMS AND METHODS FOR SERVER CRASH PREVENTION	10/17/2023	US	17/649,375	11,789,838
MicroStrategy Incorporated	SPEECH-BASED CONTEXTUAL DELIVERY OF CONTENT	9/26/2023	US	16/731,417	11,769,509
MicroStrategy Incorporated	OPTIMIZATION OF MEMORY ANALYTICS	9/19/2023	US	16/366,265	11,762,870
MicroStrategy Incorporated	MACHINE LEARNING TO GENERATE AND EVALUATE VISUALIZATIONS	9/12/2023	US	17/534,053	11,756,245
MicroStrategy Incorporated	ENVIRONMENT MONITORING AND MANAGEMENT	9/12/2023	US	16/915,400	11,755,372
MicroStrategy Incorporated	PREDICTIVELY PROVIDING ACCESS TO RESOURCES	8/29/2023	US	16/571,363	11,743,723
MicroStrategy Incorporated	DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	8/22/2023	US	29/745,711	D996,445
MicroStrategy Incorporated	METHOD AND SYSTEMS FOR DATA WRANGLING	8/15/2023	US	17/237,218	11,727,028
MicroStrategy Incorporated	DYNAMIC DOCUMENT ANNOTATIONS	8/1/2023	US	16/723,413	11,714,955
MicroStrategy Incorporated	ACTION OBJECTS IN A SEMANTIC GRAPH	8/1/2023	US	16/514,946	11,714,843
MicroStrategy Incorporated	AUTOMATED IDLE ENVIRONMENT SHUTDOWN	8/1/2023	US	16/556,596	11,714,658
MicroStrategy Incorporated		6/27/2023	US	17/155.365	11,687,606

MicroStrategy Incorporated	CONTAINER-BASED SERVER ENVIRONMENTS	11/28/2023	US	16/541,763	11,829,742
MicroStrategy Incorporated	DEPLOYMENT OF CONTAINER-BASED COMPUTER ENVIRONMENTS	12/5/2023	US	16/780,868	11,836,158
MicroStrategy Incorporated	SYSTEMS AND METHODS FOR DISPLAYING CONTEXTUALLY RELEVANT LINKS	12/12/2023	US	16/804,644	11,841,915
MicroStrategy Incorporated	STRING LOCALIZATION FOR UNIVERSAL USE	1/2/2024	US	17/409,859	11,861,332
MicroStrategy Incorporated	ENHANCED CLOUD- COMPUTING ENVIRONMENT DEPLOYMENT	1/2/2024	US	17/587,845	11,861,342
MicroStrategy Incorporated	SYSTEMS AND METHODS FOR PROACTIVE INFORMATION DISCOVERY WITH MULTIPLE SENSES	1/23/2024	US	17/165,355	11,880,410
MicroStrategy Incorporated	SYSTEMS AND METHODS FOR STORING BLEND OBJECTS	2/6/2024	US	17/460,878	11,893,001

PATENT APPLICATIONS

Title	Country	Filing Date	Application No.
DISPLAY SCREEN OR PORTION THEREOF WITH A GRAPHICAL USER INTERFACE	U.S.	2/16/2023	29/871,309
ENHANCED CLOUD-COMPUTING ENVIRONMENT DEPLOYMENT	U.S.	7/13/2023	18/221,488
DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	U.S.	7/14/2023	29/879,965
PREDICTIVELY PROVIDING ACCESS TO RESOURCES	U.S.	7/25/2023	18/225,868
SYSTEMS AND METHODS FOR SERVER CRASH PREVENTION	U.S.	9/12/2023	18/465,235
SYSTEMS AND METHODS FOR ELECTRONIC DATA CLUSTER ANALYSIS	U.S.	1/12/2024	18/412,146

PATENT REEL: 066663 FRAME: 0721

RECORDED: 02/23/2024