

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI235634

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Agreement Supplement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
Ivanti, Inc.	05/14/2024
Pulse Secure, LLC	05/14/2024
MobileIron, Inc.	05/14/2024

RECEIVING PARTY DATA

Company Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street, 4th Floor
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231

PROPERTY NUMBERS Total: 33

Property Type	Number
Patent Number:	11700264
Patent Number:	11700252
Patent Number:	11698977
Patent Number:	11812269
Patent Number:	11823007
Patent Number:	11853739
Patent Number:	11783394
Patent Number:	11907696
Patent Number:	11930036
Patent Number:	11928033
Patent Number:	11870672
Patent Number:	11928461
Application Number:	18348747
Application Number:	18458610
Application Number:	18361383
Application Number:	63584777

PATENT

Property Type	Number
Application Number:	63519438
Application Number:	29912815
Application Number:	63514200
Application Number:	63535848
Application Number:	18489797
Application Number:	18488399
Application Number:	63607472
Application Number:	63605218
Application Number:	29919160
Application Number:	63605206
Application Number:	18406035
Application Number:	18423123
Application Number:	63620971
Application Number:	63555826
Application Number:	63555831
Application Number:	63621020
Application Number:	63618513

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.

Phone: (202)835-7507

Email: jramos@milbank.com, DCIP@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	27280.00108
NAME OF SUBMITTER:	JAVIER RAMOS
SIGNATURE:	JAVIER RAMOS
DATE SIGNED:	05/19/2024

Total Attachments: 11

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FIRST LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”) dated May 14, 2024, is made by the Persons listed on the signature pages hereof (each, a “Grantor” and collectively, the “Grantors”) in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS Ivanti Software, Inc., a Delaware corporation (the “Borrower”) and Ivanti Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”) have entered into the First Lien Credit Agreement dated as of December 1, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain First Lien Security Agreement dated December 1, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain First Lien Intellectual Property Security Agreement dated December 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- a. the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- b. the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Additional Collateral” shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantors now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantors to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

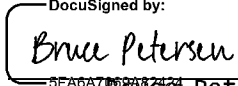
D. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

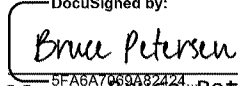
F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (*GOVERNING LAW; JURISDICTION*), SECTION 10.16 (*SERVICE OF PROCESS*) AND SECTION 10.17 (*WAIVER OF RIGHT TO TRIAL BY JURY*) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

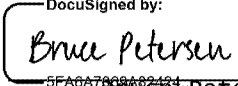
IVANTI, INC.

By: 
Name: Bruce Petersen
Title: Global Treasurer

PULSE SECURE, LLC

By: 
Name: Bruce Petersen
Title: Global Treasurer

MOBILEIRON, INC.

By: 
Name: Bruce Petersen
Title: Global Treasurer

SCHEDULE A

PATENTS

1. Issued Patents:

Title	Patent Number	Issue Date	Owner
SYSTEMS AND METHODS FOR ROLE-BASED COMPUTER SECURITY CONFIGURATIONS	11,700,264	07/11/2023	IVANTI, INC.
TRUST BROKER SYSTEM FOR MANAGING AND SHARING TRUST LEVELS	11,700,252	07/11/2023	PULSE SECURE, LLC
PREDICTING AND QUANTIFYING WEAPONIZATION OF SOFTWARE WEAKNESSES	11,698,977	07/11/2023	IVANTI, INC.
ASSERTING USER, APP, AND DEVICE BINDING IN AN UNMANAGED MOBILE DEVICE	11,812,269	07/11/2023	IVANTI, INC.
OBTAINING DEVICE POSTURE OF A THIRD PARTY MANAGED DEVICE	11,823,007	11/21/2023	MOBILEIRON, INC.
AUTOMATED ENDPOINT PRODUCT MANAGEMENT	11,853,739	12/26/2023	IVANTI, INC.
AUTOMATED PRODUCT UPDATE ANALYSIS AND MANAGEMENT	11,783,394	10/10/2023	IVANTI, INC.
METHODS AND APPARATUS FOR SAFE AND SMART DISTRIBUTION OF	11,907,696	02/20/2024	IVANTI, INC.

SOFTWARE PATCHES			
DETECTING ATTACKS AND QUARANTINING MALWARE INFECTED DEVICES	11,930,036	03/12/2024	PULSE SECURE, LLC
INCIDENT-RESPONSIVE, COMPUTING SYSTEM SNAPSHOT GENERATION	11,928,033	03/12/2024	IVANTI, INC.
SELF-ELECTION PROCESSES IN MANAGED SUBNETS IMPLEMENTING MODIFIED SWIM PROTOCOLS	11,870,672	01/09/2024	IVANTI, INC.
SOFTWARE UTILIZATION OPTIMIZATION IN MANAGED NETWORKS	11,928,461	03/12/2024	IVANTI, INC.

2. Patent Applications:

Title	Application Number	Application Date	Owner
PREDICTING AND QUANTIFYING WEAPONIZATION OF SOFTWARE WEAKNESSES	18/348,747	07/07/2023	IVANTI, INC.
INDUSTRIAL INTERNET OF THINGS DATA INTEGRATION WITH RECEIVING SYSTEMS	18/458,610	08/30/2023	IVANTI, INC.
TEST AND AUTOMATED REMEDIATION OF	18/361,383	07/28/2023	IVANTI, INC.

DEPOLYED COMPUTING PRODUCTS			
VOCAL PROFILES FOR VOICE INPUT INTERPRETATION IN MULTI-USER ENVIRONMENTS	63/584,777	09/22/2023	IVANTI, INC.
DYNAMIC STRUCTURED DATA COMMUNICATION	63/519,438	08/14/2023	IVANTI, INC.
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/912,815	09/24/2023	IVANTI, INC.
DATA COLLECTION OPTIMIZATION IN MANAGED NETWORKS	63/514,200	07/18/2023	IVANTI, INC.
SOFTWARE PACKAGE DISTRIBUTION IN MANAGED NETWORKS	63/535,848	08/31/2023	IVANTI, INC.
SOFTWARE APPLICATION MANAGEMENT IN HETEROGENEOUS MANAGED NETWORKS	18/489,797	10/18/2023	IVANTI, INC.
REALTIME ENVIRONMENTAL MONITORING AND DEVICE CONTROL	18/488,399	10/17/2023	IVANTI, INC.
PRODUCT UPDATE MANAGEMENT USING MOBILE DEVICE MANAGEMENT ACCOUNTS	63/607,472	12/07/2023	IVANTI, INC.
AGENT	63/605,218	12/01/2023	IVANTI, INC.

FUNCTIONALITY EVALUATION IN MANAGED ENDPOINTS			
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/919,160	12/01/2023	IVANTI, INC.
DEVICE MANAGEMENT SYSTEM MIGRATION	63/605,206	12/01/2023	IVANTI, INC.
SELF-ELECTION PROCESSES IN MANAGED SUBNETS IMPLEMENTING MODIFIED SWIM PROTOCOLS	18/406,035	01/05/2024	IVANTI, INC.
SOFTWARE DISTRIBUTION PACKAGE PARSER	18/423,123	01/25/2024	IVANTI, INC.
REMOTE CONSOLE DIAGNOSTIC TOOLS	63/620,971	01/15/2024	IVANTI, INC.
AGENT-BASED REBOOT INTERFACE SELECTION AND IMPLEMENTATION	63/555,826	02/20/2024	IVANTI, INC.
AGGREGATE SOFTWARE UPDATE RING DEPLOYMENT IN MANAGED NETWORKS	63/555,831	02/20/2024	IVANTI, INC.
VIRTUAL DEVICES IN MANAGED ENVIRONMENTS	63/621,020	01/15/2024	IVANTI, INC.
FRAMEWORK FOR AUGMENTING PERFORMANCE OF LANGUAGE MODEL-BASED	63/618,513	01/08/2024	IVANTI, INC.

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SCHEDULE B
TRADEMARKS

1. Registered Trademarks:

Mark	Serial Number	Filed Date	Registration Number	Registration Date	Owner
IVANTI LOGO	97/296,339	03/04/2022	7,334,568	03/26/2024	IVANTI, INC.

2. Trademark Application:

None.

SCHEDULE C
COPYRIGHTS

1. Registered Copyrights:
None.
2. Copyright Applications:
None.