PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI466534

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
Mavenir Networks, Inc.	08/28/2024

RECEIVING PARTY DATA

Company Name:	Wilmington Savings Fund Society, FSB	
Street Address:	500 Delaware Avenue, 11th Floor	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19801	

PROPERTY NUMBERS Total: 28

Property Type	Number
Application Number:	17323665
Application Number:	17068274
Application Number:	15905868
Application Number:	16269969
Application Number:	16271373
Application Number:	17064258
Application Number:	15903240
Application Number:	16642737
Application Number:	16272255
Application Number:	16357506
Application Number:	17064234
Application Number:	17071487
Application Number:	17159364
Application Number:	17159382
Application Number:	17177793
Application Number:	17351893
Application Number:	17353944
Application Number:	17376505
Application Number:	17406274
Application Number:	17409441
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PATENT REEL: 068453 FRAME: 0642

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Property Type	Number
Application Number:	17472123
Application Number:	17846788
Application Number:	18176782
Application Number:	18359043
Application Number:	17865998
Application Number:	17881972
Application Number:	18403219
Application Number:	17736413

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner
Address Line 1: Latham & Watkins LLP

Address Line 2: 330 North Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	076056-0002
NAME OF SUBMITTER:	Thomas Buettner
SIGNATURE:	Thomas Buettner
DATE SIGNED:	08/30/2024

Total Attachments: 7

source=15b-3. Mavenir - NPA (2024) - Patent Security Agreement (MAVENIR NETWORKS, INC.) (Executed)#page1.tiff

source=15b-3. Mavenir - NPA (2024) - Patent Security Agreement (MAVENIR NETWORKS, INC.) (Executed)#page2.tiff

source=15b-3. Mavenir - NPA (2024) - Patent Security Agreement (MAVENIR NETWORKS, INC.) (Executed)#page3.tiff

source=15b-3. Mavenir - NPA (2024) - Patent Security Agreement (MAVENIR NETWORKS, INC.) (Executed)#page4.tiff

source=15b-3. Mavenir - NPA (2024) - Patent Security Agreement (MAVENIR NETWORKS, INC.) (Executed)#page5.tiff

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source=15b-3. Mavenir - NPA (2024) - Patent Security Agreement (MAVENIR NETWORKS, INC.) (Executed)#page7.tiff

INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated August 28, 2024, is among the Person listed on the signature pages hereof (the "Grantor") and Wilmington Savings Fund Society, FSB, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

WHEREAS, Mavenir Systems, Inc., a Delaware corporation (the "Issuer") and Mavenir Private Holdings II Ltd, a company incorporated in England and Wales with registered number 10159026 ("Holdings") have entered into the Note Purchase Agreement dated as of August 28, 2024 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Note Purchase Agreement"), with the purchasers from time to time party thereto and Wilmington Savings Fund Society, FSB, as Purchaser Representative and Collateral Agent. Capitalized terms defined in the Note Purchase Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Note Purchase 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, as a condition precedent to the purchase of the Notes by the Purchasers from time to time, the Grantor has executed and delivered that certain Security Agreement, dated as of August 28, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed thereunder to execute this IP Security Agreement for recording with the USPTO.

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

- A. <u>Grant of Security</u>. The Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "<u>Collateral</u>"):
- a. all patents and patent applications, including, without limitation, those set forth in <u>Schedule A</u> hereto (the "<u>Patents</u>");
 - b. 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 the Grantor accruing thereunder or pertaining thereto;

- c. 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
- d. 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 Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.
- B. <u>Security for Obligations</u>. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor 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 secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor 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, or reorganization or similar proceeding involving a Note Party.
- C. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Patents record this IP Security Agreement.
- D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution," "execute", "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures 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.
- E. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 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 and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

- F. <u>Governing Law; Jurisdiction; Etc.</u> Sections 10.15, 10.16 and 10.17 of the Note Purchase Agreement are hereby incorporated by reference, mutatis mutandis.
- G. <u>Intercreditor Agreement</u>. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement and the Note Purchase Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien Pari Passu Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.13 of the Note Purchase Agreement) and this IP Security Agreement, the provisions of the First Lien Pari Passu Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

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

MAVENIR NETWORKS, INC.

—DocuSigned by: Terrence Hungle

By: Leading Terrence Hungle

Title: Executive Vice President, Chief

Financial Officer

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent

Anita Woolery By:

Name:

Anita Woolery Vice President Title:

SCHEDULE A

Patents

Title	Pat No. Pub No. App No.	Pat Date Pub Date App Date	Current Owner	Status
METHOD FOR BEAMFORMING WEIGHTS TRANSMISSION OVER O-RAN FRONTHAUL INTERFACE IN C-RANS	11323166 20210273704 17323665	05-03-2022 09-02-2021 05-18-2021	MAVENIR NETWORKS, INC.	Granted
METHOD FOR BEAMFORMING WEIGHTS TRANSMISSION OVER O-RAN FRONTHAUL INTERFACE IN C-RANS	11043998 20210135722 17/068,274	06-22-2021 05-06-2021 10-12-2020	MAVENIR NETWORKS, INC.	Granted
SYSTEM AND METHOD FOR NETWORK STRANDED REMOTE RADIO INSTALLATION	10743190 20180249346 15/905,868	08-11-2020 08-30-2018 02-27-2018	MAVENIR NETWORKS, INC.	Granted
MANAGEMENT OF RADIO UNITS IN CLOUD RADIO ACCESS NETWORKS	10644942 20190245740 16/269,969	05-05-2020 08-08-2019 02-07-2019	MAVENIR NETWORKS, INC.	Granted
SERVICES CAPABILITY SERVER TRIGGERED SERVICE CAPABILITY EXPOSURE FUNCTION CONNECTION ESTABLISHMENT TO SUPPORT NON IP DATA DELIVERY	10945121 20190253875 16/271,373	03-09-2021 08-15-2019 02-08-2019	MAVENIR NETWORKS, INC.	Granted
SERVICES-BASED ARCHITECTURE FOR IMS	11228621 20210058435 17064258	01-18-2022 02-25-2021 10-06-2020	MAVENIR NETWORKS, INC.	Granted
SYSTEM AND METHOD FOR SUPPORTING LOW LATENCY APPLICATIONS IN A CLOUD RADIO ACCESS NETWORK	10944668 20180248787 15/903,240	03-09-2021 08-30-2018 02-23-2018	MAVENIR NETWORKS, INC.	Granted
METHOD AND APPARATUS FOR FLEXIBLE FRONTHAUL PHYSICAL LAYER SPLIT FOR CLOUD RADIO ACCESS NETWORKS	10886976 20200235788 16/642,737	01-05-2021 07-23-2020 02/27/2020	MAVENIR NETWORKS, INC.	Granted
METHOD AND APPARATUS FOR LONG TERM EVOLUTION OPERATION IN UNLICENSED AND SHARED SPECTRUM FOR CLOUD RADIO ACCESS NETWORKS	11212818 20190254047 16272255	12-28-2021 08-15-2019 02-11-2019	MAVENIR NETWORKS, INC.	Granted
SYSTEM AND METHOD FOR REDUCTION IN FRONTHAUL INTERFACE BANDWIDTH FOR CLOUD RAN	11159982 20190289497 16357506	10-26-2021 09-19-2019 03-19-2019	MAVENIR NETWORKS, INC.	Granted
RCS AUTHENTICATION	11490255 20210022000 17/064,234	11-01-2021 01-21-2021 10-06-2020	MAVENIR NETWORKS, INC.	Granted
METHOD AND APPARATUS FOR FRONTHAUL COMPRESSION IN CLOUD RAN	11831579 20210105125 17/071,487	11-28-2023 04-08-2021 10-15-2020	MAVENIR NETWORKS, INC.	Granted
TCP ACKNOWLEDGMENT LATENCY OPTIMIZATION	11812511 2021-0307110 17159364	11-07-2023 09-30-2021 01-27-2021	MAVENIR NETWORKS, INC.	Granted
PING LATENCY OPTIMIZATION	11658892 20210306241 17159382	05-23-2023 09-30-2021 01-27-2021	MAVENIR NETWORKS, INC.	Granted
CLIENT AUTHENTICATION AND ACCESS TOKEN OWNERSHIP VALIDATION	11757635 20210288802 17177793	09-12-2023 09-16-2021 02-17-2021	MAVENIR NETWORKS, INC.	Granted
METHOD AND APPARATUS FOR USER PLANE RESOURCE SELECTION FOR 5G CORE	11805059 20210314264 17351893	10-31-2023 10-07-2021 06-18-2021	MAVENIR NETWORKS, INC.	Granted
OPTIMAL NETWORK FUNCTION DATA PATH DISCOVERY FOR 5G CORE	20210314842 17353944	10-07-2021 06-22-2021	MAVENIR NETWORKS, INC.	Published

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Title	Pat No. Pub No. App No.	Pat Date Pub Date App Date	Current Owner	Status
METHOD FOR ENABLING EFFICIENT MIMO PROCESSING FOR O-RAN FRONTHAUL INTERFACE IN CLOUD RAN SYSTEMS	20220021423 17376505	01-20-2022 07-15-2021	MAVENIR NETWORKS, INC.	Published
METHOD AND APPARATUS FOR BALANCING SERVER LOAD IN CLOUD RAN SYSTEMS.	11882482 20220070734 17406274	01-23-2024 03-03-2022 08-19-2021	MAVENIR NETWORKS, INC.	Granted
METHOD AND APPARATUS FOR LONG TERM EVOLUTION OPERATION IN UNLICENSED AND SHARED SPECTRUM FOR CLOUD RADIO ACCESS NETWORKS.	11871402 20210392657 17409441	01-09-2024 12-16-2021 08-23-2021	MAVENIR NETWORKS, INC.	Granted
SYSTEM AND METHOD FOR REDUCTION IN FRONTHAUL INTERFACE BANDWIDTH FOR CLOUD RAN.	11812302 20210410007 17472123	11-07-2023 12-30-2021 09-10-2021	MAVENIR NETWORKS, INC.	Granted
SYNCHRONIZED DOWNLINK AND UPLINK MULTI- USER MIMO CANDIDATE SELECTION IN MASSIVE-MIMO SYSTEM	17846788	2022-06-22	MAVENIR NETWORKS, INC.	Pending
ROAMING HUB 5G INTERCONNECT FOR PUBLIC LINE MOBILE NETWORKS	18176782	2023-03-01	MAVENIR NETWORKS, INC.	Pending
CLIENT AUTHENTICATION AND ACCESS TOKEN OWNERSHIP VALIDATION	18359043	2023-07-26	MAVENIR NETWORKS, INC.	Pending
METHOD AND APPARATUS FOR USER PLANE RESOURCE SELECTION FOR 5G CORE	18473384	2023-09-25	MAVENIR NETWORKS, INC.	Pending
DYNAMIC SHARED CELL GROUPS	17865998	2022-07-15	MAVENIR NETWORKS, INC.	Pending
METHOD AND APPARATUS FOR GENERIC ENCODING OF CONFIGURABLE RAN PARAMETERS OVER E2AP MESSAGES	17881972	2022-08-05	MAVENIR NETWORKS, INC.	Pending
METHOD AND APPARATUS FOR LONG TERM EVOLUTION OPERATION IN UNLICENSED AND SHARED SPECTRUM AND SHARED SPECTRUM FOR CLOUD RADIO ACCESS NETWORKS	18403219 20240188068	2024-01-03 2024-06-06	MAVENIR NETWORKS, INC.	Published
METHOD AND APPARATUS FOR USER PLANE RESOURCE OPTIMIZATION	17/736413	5/4/2022	MAVENIR NETWORKS, INC.	Pending

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RECORDED: 08/30/2024