

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI374549

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	Mavenir Networks, Inc.	07/19/2024
RECEIVING PARTY DATA		
Company Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent	
Street Address:	500 DELAWARE AVENUE, 11TH FLOOR	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17736413
CORRESPONDENCE DATA		
Fax Number:	2149813400	
<i>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.</i>		
Phone:	(214)981-3483	
Email:	dclark@sidley.com	
Correspondent Name:	Dusan Clark	
Address Line 1:	Sidley Austin LLP	
Address Line 2:	2021 McKinney Ave., Suite 2000	
Address Line 4:	Dallas, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	068198-30070	
NAME OF SUBMITTER:	CHARNELLE CLARK	
SIGNATURE:	CHARNELLE CLARK	
DATE SIGNED:	07/19/2024	
Total Attachments: 7		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”) dated as of July 19, 2024, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of 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 May 29, 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, pursuant to the Note Purchase Agreement, the Grantor has executed and delivered that certain Security Agreement, dated as of May 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain Intellectual Property Security Agreement, dated as of May 29, 2024 (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, the 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 the 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, the Grantor agrees as follows:

A. **Grant of Security.** 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 all of the 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 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 the 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 Grantor under this IP Security Agreement Supplement 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 Supplement 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, reorganization or similar proceeding involving a Note Party.

D. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, 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. 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 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. Sections 10.15, 10.16 and 10.17 of the Note Purchase Agreement are hereby incorporated by reference, mutatis mutandis.

G. Execution in Counterparts; Electronic Execution. This IP Security Agreement Supplement 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 Supplement 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.

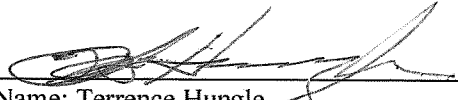
H. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement Supplement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement Supplement and the Note Purchase Agreement), in the event of any conflict or inconsistency between 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 or Section 9.15 of the Note Purchase Agreement) and this IP Security Agreement Supplement, the provisions of the First Lien Pari Passu Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

MAVENIR NETWORKS, INC.

By:


Name: Terrence Hungle
Title: Executive Vice President, Chief Financial
Officer

SCHEDULE A

Title	App No.	App. Date	Patent No.	Issue Date	Status	Current Owner
Method and apparatus for user plane resource optimization	17736413	5/04/2022			Pending	Mavenir Networks, Inc.

SCHEDULE B

None.

SCHEDULE C

None.