508797341 10/04/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI537463

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Execution Date
MAVENIR, INC.	10/02/2024

RECEIVING PARTY DATA

Company Name:	GLAS USA LLC	
Street Address:	3 Second Street, Suite 206	
City:	Jersey City	
State/Country:	NEW JERSEY	
Postal Code:	07311	

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7243071
Patent Number:	7783475
Patent Number:	7342917

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: (800)221-0102

Email: ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2520135KSPT5	
NAME OF SUBMITTER:	Andrew Hackett	
SIGNATURE:	Andrew Hackett	
DATE SIGNED:	10/04/2024	

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS)

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>IP Security Agreement</u>") dated October 2, 2024, is among the Person listed on the signature pages hereof (the "<u>Grantor</u>") and GLAS USA LLC, as collateral agent (the "<u>Collateral Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Mavenir Systems, Inc., a Delaware corporation (together with any other Co-Borrower, the "Borrower") and Mavenir Private Holdings II Ltd, a company incorporated in England and Wales with registered number 10159026 ("Holdings") have entered into the Priority Credit Agreement, dated as of October 2, 2024 (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 GLAS USA LLC, as Administrative Agent and Collateral Agent. 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, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement, dated as of October 2, 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 Loan 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 Credit Agreement are hereby incorporated by reference, mutatis mutandis.
- G. <u>Intercreditor Agreements</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 Credit Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien Pari Passu Intercreditor Agreement or the Priority Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement, the provisions of the First Lien Pari Passu Intercreditor Agreement, the Priority Intercreditor Agreement or such other intercreditor agreement, as applicable, shall prevail.

[SIGNATURE PAGES FOLLOW]

4892-5633-1729v.4

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, INC.

—DocuSigned by: Terrence Hungle

By: _______

Name: Terrence Hungle

Title: Executive Vice President, Chief

Financial Officer

REEL: 069115 FRAME: 0938

GLAS USA LLC, as Collateral Agent

By:

Name: Vairon Inamagua

Title: Assistant Vice President

[Signature Page to Patent Security Agreement (MAVENIR, INC.)]

SCHEDULE A

Patents

Title	Pat No. Pub No. App No.	Pat Date Pub Date App Date	Current Owner	Status
SPEECH-RECOGNITION GRAMMAR ANALYSIS	7243071 10/345,853	07-10-2007 01-16-2003	MAVENIR, INC.	Granted
MENU-BASED, SPEECH ACTUATED SYSTEM WITH SPEAK-AHEAD CAPABILITY	7783475 20040153322 10/355,126	08-24-2010 08-05-2004 01-31-2003	MAVENIR, INC.	Granted
MULTIMEDIA PERSONALIZED CALL MANAGEMENT (MPCM)	7342917	2008-03-11	MAVENIR, INC.	Granted

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RECORDED: 10/04/2024