

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI653972

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Notes)
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
Ellucian Company LLC	11/22/2024
RECEIVING PARTY DATA	
Company Name:	U.S. Bank Trust Company, National Association, as Notes Collateral Agent
Street Address:	60 Livingston Avenue
Internal Address:	West Side Flats
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55107
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	10010783
Application Number:	10010070
Application Number:	10008342
Application Number:	12027214
Application Number:	11424817
Application Number:	15180715
CORRESPONDENCE DATA	
Fax Number:	
<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:	8007130755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	Michael Violet
Address Line 1:	4400 Easton Commons Way
Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	11/25/2024

Total Attachments: 7

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of November 22, 2024, by ELLUCIAN COMPANY LLC (formerly known as Ellucian Company L.P.) (the “**Grantor**”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as notes collateral agent pursuant to the Indenture (in such capacity, the “**Notes Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Notes Security Agreement dated as of November 22, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Notes Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantee (as defined in the Indenture), the Grantor hereby assigns and pledges to the Notes Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Notes Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all of the following Article 9 Collateral (excluding any Excluded Assets) of the Grantor:

(a) All issued and applied for Patents of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Security Interest granted to the Notes Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Notes Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Notes Collateral Agent shall, at the expense of the Grantor, without recourse, representation or warranty, execute, acknowledge, and deliver to the Grantor an instrument prepared by or on behalf of the Grantor reasonably requested by the Grantor in writing in recordable form releasing the Lien on and Security Interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

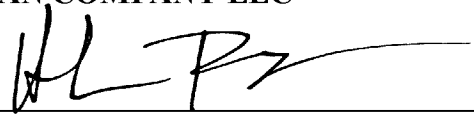
SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created under the Security Agreement and the rights and remedies of the Notes Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Patent Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

SECTION 7. Concerning the Notes Collateral Agent. U.S. Bank Trust Company, National Association is entering into this Patent Security Agreement not in its individual capacity but solely in its capacity as Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, protections, immunities and indemnities granted to the Notes Collateral Agent under the Indenture, as if such rights, protections, immunities and indemnities were expressly set forth herein.

SECTION 8. Governing Law. The terms of Sections 14.07 and 14.08 of the Indenture with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow.]


ELLUCIAN COMPANY LLC

By: 

Name: Harshan Bhangdia

Title: Executive Vice President and
Chief Financial Officer

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Notes Collateral Agent**

By: 
Name: Brandon Bonfig
Title: Vice President

Schedule I
to
PATENT SECURITY AGREEMENT
ISSUED PATENTS AND PATENT APPLICATIONS

[See Attached]

U.S. Patents and Patent Applications

Patent Description	Country	Application Number	Patent Number	Owner¹
Methods and Systems for coordinating sessions on one or more systems	United States	10/010,783	7,093,020	Ellucian Company LLC
Methods and Systems for coordinating the termination of sessions on one or more systems	United States	10/010,070	7,343,486	Ellucian Company LLC
Methods and Systems for delivering announcements to users of an information system	United States	10/008,342	7,133,901	Ellucian Company LLC
Systems and methods for assisting an educational institution in rating a constituent	United States	12/027,214	8,556,631	Ellucian Company LLC
Methods and Systems for coordinating sessions on one or more systems	United States	11/424,817	7,493,402	Ellucian Company LLC
Higher Education Data Model Systems and Networks, and Methods of Organizing and Operating the Same	United States	15/180,715	10,529,043	Ellucian Company LLC

¹ Note: Evidence of the name change from "Ellucian Company L.P." to "Ellucian Company LLC" to be recorded with USPTO.