

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480061

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RPX Corporation		06/19/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4305995	COLLABORATIVE DEFENSE	
<b>Registration Number:</b>	4294644	IP TOP IP RETREAT	
<b>Registration Number:</b>	3655578	PATENTFREEDOM	
<b>Registration Number:</b>	4544418	PATENTS IN THE BOARDROOM	
<b>Registration Number:</b>	4206997	PRIORSMART	
<b>Registration Number:</b>	4059533	PRIORSMART.COM	
<b>Registration Number:</b>	3793717	RATIONAL PATENT	
<b>Registration Number:</b>	3778679	RPX	
<b>Registration Number:</b>	4548184	RPX	
<b>Registration Number:</b>	4475738	RPX INSURANCE SERVICES	
<b>Registration Number:</b>	4847049	RPX OPEN	
<b>Registration Number:</b>	4218769	RPX RATIONAL PATENT	
<b>Registration Number:</b>	4933066	RPX SEARCH	
<b>Registration Number:</b>	4291176	TOP IP RETREAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4756		

OP \$365.00 4305995

**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Jay daSilva  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F177835 RPX CORP TM IPSA

**NAME OF SUBMITTER:** Alan Delaney

**SIGNATURE:** /Alan Delaney/

**DATE SIGNED:** 06/29/2018

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement dated as of June 19, 2018 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Riptide Purchaser, Inc., a Delaware corporation (the “Initial Borrower”), RPX Corporation, a Delaware corporation (the “Company” and, together with the Initial Borrower and each Additional Borrower from time to time party thereto, the “Borrowers” and each individually, a “Borrower”), Riptide Parent, LLC, a Delaware limited liability company, certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PLEDGORS:**

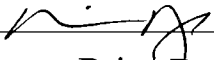
**RPX CORPORATION,**  
a Delaware corporation

By: Martin Roberts  
Name: Martin Roberts  
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: **Brian Buoye**  
**Managing Director**

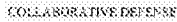


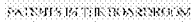


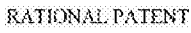






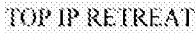
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006368 FRAME: 0604**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Trademark		Country	Appl. No.	Reg. No.	Reg. Date	Trademark Status
RPX Corporation	<b>COLLABORATIVE DEFENSE</b>		United States of America	85382554	4305995	Mar 19 2013	Registered
RPX Corporation	<b>IP TOP IP RETREAT</b>		United States of America	85530633	4294644	Feb 26 2013	Registered
RPX Corporation	<b>PATENTFREEDOM</b>		United States of America	77441376	3655578	Jul 14 2009	Registered
RPS Corporation	<b>PATENTS IN THE BOARDROOM</b>		United States of America	85819959	4544418	Jun 3 2014	Registered
RPX Corporation	<b>PRIORSMART</b>		United States of America	85288694	4206997	Sep 11 2012	Registered
RPX Corporation	<b>PRIORSMART.COM</b>		United States of America	85286377	4059533	Nov 22 2011	Registered
RPX Corporation	<b>RATIONAL PATENT</b>		United States of America	77418882	3793717	May 25 2010	Registered
RPX Corporation	<b>RPX</b>		United States of America	77418663	3778679	Apr 20 2010	Registered
RPX Corporation	<b>RPX</b>		United States of America	85624127	4548184	Jun 10 2014	Registered
RPX Corporation	<b>RPX INSURANCE SERVICES</b>		United States of America	85624291	4475738	Jan 28 2014	Registered
RPX Corporation	<b>RPX OPEN</b>		United States of America	86304420	4847049	Nov 3 2015	Registered
RPX Corporation	<b>RPX RATIONAL PATENT</b>		United States of America	85292665	4218769	Oct 2 2012	Registered
RPX Corporation	<b>RPX SEARCH</b>		United States of America	86287763	4933066	Apr 5 2016	Registered
RPX Corporation	<b>TOP IP RETREAT</b>		United States of America	85530560	4291176	Feb 19 2013	Registered

United States Trademark Applications:

None.