

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM549503

<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>
ANTENNA SOFTWARE, LLC		11/05/2019	→ Limited Liability Company <del>Corporation</del> : DELAWARE
<b>RECEIVING PARTY DATA</b> BANK			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	100 Summer Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4354322	ANTENNA	
Registration Number:	4361714	ANTENNA	
Registration Number:	4354323	ANTENNA DEPLOY HAPPINESS	
Registration Number:	2462486	ANTENNA SOFTWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	732.448.2570		
<b>Email:</b>	jbitar@windelsmarx.com		
<b>Correspondent Name:</b>	John B. Bitar		
<b>Address Line 1:</b>	120 Albany Street Plaza		
<b>Address Line 2:</b>	Windels Marx Lane & Mittendorf, LLP		
<b>Address Line 4:</b>	New Brunswick, NEW JERSEY 08901		
<b>NAME OF SUBMITTER:</b>	John B. Bitar		
<b>SIGNATURE:</b>	/John B. Bitar/		
<b>DATE SIGNED:</b>	11/14/2019		
<b>Total Attachments: 20</b>			
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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "**Agreement**"), dated as of November 5, 2019, is entered into by and between ANTENNA SOFTWARE, LLC, a Delaware limited liability company (the "**Pledgor**") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (as such term is defined in the Credit Agreement referred to below) referred to below (the "**Administrative Agent**").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among Pegasystems Inc., a Massachusetts corporation (the "**Borrower**"), the Guarantors a party thereto (the "**Guarantors**"), the Lenders a party thereto (the "**Lenders**") and the Administrative Agent, the Administrative Agent and the Lenders have agreed to provide certain loans and other extensions of credit to the Borrower, and the Pledgor has agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement; and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "**Code**").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of the Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by the Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate provided, that "**Patents, Trademarks and Copyrights**" shall exclude all intent-to-use trademarks.

(c) "**Secured Obligations**" shall mean the Obligations.

2. To secure the full payment and performance of all Secured Obligations, the Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Secured Parties, in the entire right, title and interest of the Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. The Pledgor represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by the Pledgor not to sue third persons;

(d) the Pledgor has the limited liability company power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party other than claims that, if adversely determined, could not reasonably be expected to have a Material Adverse Change;

(f) the Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with **Paragraph 11** hereof;

(h) the Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(i) the Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(j) the Pledgor shall preserve its existence as a limited liability company, and except as permitted by the Credit Agreement, shall not: (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Pledgor; or (ii) sell all or substantially all of its assets.

4. Reserved.

5. The Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full (other than contingent obligations for which no claims have been made), all Commitments have been terminated and all Letters of Credit and Lender Provided Interest Rate Hedge or any Other Lender Provided Financial Service Products have expired or been terminated, it will not enter into any agreement (for example, a license agreement) which is

inconsistent with the Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent which shall not be unreasonably withheld except the Pledgor may license technology in the ordinary course of business without the Administrative Agent's consent to suppliers and customers to facilitate the manufacture and use of the Pledgor's products.

6. If, before Payment In Full of all of the Secured Obligations and expiration of termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to the Administrative Agent prompt notice thereof in writing. The Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgor, in Pittsburgh, Pennsylvania, New York, New York or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after Payment In Full of the Secured Obligations shall be paid over to Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Administrative agent or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, the Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive

discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

(a) The Pledgor expressly acknowledge that this Agreement shall be recorded with the Patent and Trademark Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Administrative Agent Exhibit A attached hereto and such other documents as the Administrative Agent shall reasonably require to permanently assign all rights in the Patents to the Administrative Agent, which documents shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Administrative Agent may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

(b) The Pledgor expressly acknowledge that this Agreement shall be recorded with the Patent and Trademark Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Administrative Agent Exhibit B attached hereto and such other documents as the Administrative Agent shall reasonably require to permanently assign all rights in the Trademarks to the Administrative Agent, which documents shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Administrative Agent may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

(c) The Pledgor expressly acknowledge that this Agreement shall be recorded with the Library of Congress, Copyright Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Administrative Agent Exhibit C attached hereto and such other documents as the Administrative Agent shall reasonably require to permanently assign all rights in the Copyrights to the Administrative Agent, which documents shall be held by the Administrative Agent in escrow until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Administrative Agent may, at its sole option, record such escrowed documents with the Copyright Office.

9. Upon Payment In Full of all of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, this Agreement shall terminate and the Administrative Agent shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of

this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor within fifteen (15) days of demand by Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Except to the extent not material to its business, the Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment In Full of the Secured Obligations and expiration or termination of all Lender Provided Interest Rate Hedges and all Other Lender Provided Financial Service Products, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. Except to the extent not material to its business, the Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of the Administrative Agent, which shall not be unreasonably withheld.

12. The Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall in accordance with Section 10, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by the Pledgor.

13. No course of dealing between the Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Interest Rate Hedges or any Other Lender Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on the Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by the Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in **Paragraph 6 and Paragraph 26** hereof with respect to additions and supplements to Schedule A hereto.

17. The Pledgor hereby agrees to be bound by the provisions of **Section 5.9** [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

20. Each party hereto hereby irrevocably submits to the nonexclusive jurisdiction of any New York state or federal court sitting in New York County, in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each party hereto hereby waives to the fullest extent it may



effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature page hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

22. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in **Section 11.5** [Notices; Effectiveness; Electronic Communication] of the Credit Agreement. The Administrative Agent and the Lenders may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of the Pledgor, and the Administrative Agent and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. The Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of the Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights; (b) to receive the various notifications the Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Administrative Agent its attorney-in-fact; and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced.

25. The Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgor and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

26. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement

and thereby acquire the duties and rights of being Pledgor hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of the Pledgor shall be required to be given to any pre-existing Pledgor and the Pledgor hereby consents thereto.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

**[SIGNATURE PAGE – PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT (ANTENNA)]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**PLEDGOR:**

ATTEST

ANTENNA SOFTWARE, LLC

**By: Pegasystems Inc., its sole member**

By: 

Name:

Title: **Matthew J. Cushing**  
**Vice President & General Counsel**

By: 

Name: **Kenneth Stillwell**

Title: **Chief Financial Officer, Chief Administrative  
Officer and Senior Vice President**

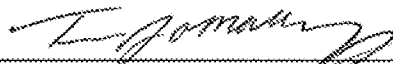
**TRADEMARK**

**REEL: 006798 FRAME: 0436**

[SIGNATURE PAGE – PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT (ANTENNA)]

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By:   
Name: T.J. O'Malley  
Title: Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (ANTENNA)**

**LIST OF REGISTERED PATENTS,  
TRADEMARKS, TRADE NAMES AND COPYRIGHTS**

1. Registered Patents: See attached.
2. Trademarks: See attached.
3. Trade Names: N/A
4. Copyrights: See attached.

Antenna Patents

Patent	Country	Issue Date	Inventor(s)
US8782132B2	United States	July 15, 2014	Paul Richard Bayliss; Daniel Eric Zeck; Thai Rath; Michael Drob; Shu-Wai Chow
US8370428B1	United States	February 5, 2013	Paul Richard Bayliss; Daniel Eric Zeck; Thai Rath; Michael Drob; Shu-Wai Chow

Antenna Trademarks

Trademark	Country	Registration Number	Registration Date
ANTENNA	United States	4354322	June 18, 2013
<b>ANTENNA</b>	United States	4361714	July 2, 2013
<b>ANTENNA</b> deploy happiness	United States	4354323	June 18, 2013
Antenna Software	United States	2462486	June 19, 2001

Note that the first three trademarks listed are being allowed to go abandoned; only Antenna Software (2462486) will survive.

## Copyrights

Name of Work	Description	Date Registered
AMP Studio.	Print Material	06/25/08



EXHIBIT A

**PATENT ASSIGNMENT**

**WHEREAS, ANTENNA SOFTWARE, LLC** (the "**Grantor**") is the owner of the entire right, title and interest in and to the United States patents, patent applications listed on Schedule A attached hereto and made a part hereof, the inventions described therein and all rights associated therewith (collectively, the "**Patent Collateral**"), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office; and

**WHEREAS, PNC BANK, NATIONAL ASSOCIATION**, having a place of business at The PNC Financial Services Group, 100 Summer Street, Boston, Massachusetts 02110, identified as the "**Administrative Agent**" under that certain Patent, Trademark and Copyright Security Agreement dated as of November 1, 2019 (the "**Agreement**") (the "**Grantee**") is desirous of acquiring said Patent Collateral;

**WHEREAS**, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

**WHEREAS**, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default (as defined in the Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all rights and proceeds associated therewith.

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EXHIBIT B

**TRADEMARK ASSIGNMENT**

**WHEREAS, ANTENNA SOFTWARE, LLC** (the "**Grantor**") is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the "**Trademarks**"), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

**WHEREAS, PNC BANK, NATIONAL ASSOCIATION**, having a place of business at The PNC Financial Services Group, 100 Summer Street, Boston, Massachusetts 02110, identified as the "**Administrative Agent**" under that certain Patent, Trademark and Copyright Security Agreement dated as of November 1, 2019 (the "**Agreement**"), (the "**Grantee**") is desirous of acquiring said Trademarks;

**WHEREAS**, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

**WHEREAS**, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default (as defined in the Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

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EXHIBIT C

**COPYRIGHT ASSIGNMENT**

**WHEREAS, ANTENNA SOFTWARE, LLC** (the "**Grantor**") is the owner of the entire right, title and interest in and to the United States copyrights listed on Schedule A attached hereto and made part hereof (collectively as the "**Copyrights**") which are registered in the United States Library of Congress, Copyright Office or which are the subject of pending applications in the United States Library of Congress, Copyright Office; and

**WHEREAS, PNC BANK, NATIONAL ASSOCIATION**, having a place of business at The PNC Financial Services Group, 100 Summer Street, Boston, Massachusetts 02110, identified as the "**Administrative Agent**" under that certain Patent, Trademark and Copyright Security Agreement dated as of November 1, 2019 (the "**Agreement**"), (the "**Grantee**") is desirous of acquiring said Copyrights;

**WHEREAS**, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

**WHEREAS**, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default (as defined in the Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Copyrights and all proceeds thereof and all goodwill associated therewith.

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