

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604651

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RPX Corporation		10/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4544418	PATENTS IN THE BOARDROOM	
Registration Number:	4059533	PRIORSMART.COM	
Registration Number:	3793717	RATIONAL PATENT	
Registration Number:	3778679	RPX	
Registration Number:	4548184	RPX	
Registration Number:	4475738	RPX INSURANCE SERVICES	
Registration Number:	4847049	RPX OPEN	
Registration Number:	4218769	RPX RATIONAL PATENT	
Registration Number:	4933066	RPX SEARCH	
Registration Number:	4291176	TOP IP RETREAT	
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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$265.00 4544418

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	10/23/2020
Total Attachments: 5 source=RPX - Trademark Security Agreement (Execution)_(15141173)_ (1)#page1.tif source=RPX - Trademark Security Agreement (Execution)_(15141173)_ (1)#page2.tif source=RPX - Trademark Security Agreement (Execution)_(15141173)_ (1)#page3.tif source=RPX - Trademark Security Agreement (Execution)_(15141173)_ (1)#page4.tif source=RPX - Trademark Security Agreement (Execution)_(15141173)_ (1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of October 23, 2020 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Barings 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 October 23, 2020 (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, RPX Corporation, a Delaware corporation (the "Parent Borrower" and, together with 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.

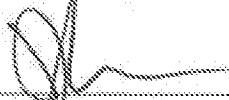
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the 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.

PLEDGOR:

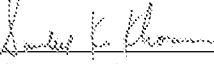
RPX CORPORATION,
a Delaware corporation

By: 
Name: David Anderson
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

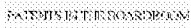








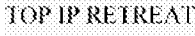
BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Sunny Khorana
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations/Applications:

Owner	Trademark		Country	Appl. No.	Reg. No.	Reg. Date	Trademark Status
RPX Corporation	PATENTS IN THE BOARDROOM		United States of America	85819959	4544418	Jun 3 2014	Registered
RPX Corporation	PRIORSMART.COM M		United States of America	85286377	4059533	Nov 22 2011	Registered
RPX Corporation	RATIONAL PATENT		United States of America	77418882	3793717	May 25 2010	Registered
RPX Corporation	RPX		United States of America	77418863	3778679	Apr 20 2010	Registered
RPX Corporation	RPX		United States of America	85624127	4548184	Jun 10 2014	Registered
RPX Corporation	RPX INSURANCE SERVICES		United States of America	85624291	4475738	Jan 28 2014	Registered
RPX Corporation	RPX OPEN		United States of America	86304420	4847049	Nov 3 2015	Registered
RPX Corporation	RPX RATIONAL PATENT		United States of America	85292665	4218769	Oct 2 2012	Registered
RPX Corporation	RPX SEARCH		United States of America	86287763	4933066	Apr 5 2016	Registered
RPX Corporation	TOP IP RETREAT		United States of America	85530560	4291176	Feb 19 2013	Registered