

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

See Attachment A

Execution Date(s): December 1, 2004

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of Conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal Address: _____

Street Address: _____

2450 Colorado Avenue
Suite 3000 West

City: Santa Monica

State: California

Country: USA Zip: 90404

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,421,673

Additional numbers attached?

☐ Yes

☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Lynn M. Humphreys
MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 51270-37

Street Address: 425 Market Street

City: San Francisco

State: CA Zip: 94105

Phone Number: (415) 268-7000

Fax Number: (415) 268-7522

Email Address: LHumphreys@mofo.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 03-1952

Authorized User Name Cameron A. King

9. Signature:

Cameron A. King

Signature

December 6, 2004

Date

Cameron A. King, Reg. No. 41,897

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

20

CH \$40.00 031952 6421673

Attachment A

Conveying Parties:

Aderant Holdings, Inc.;
Novient, Inc.;
Aderant North America, Inc.;
Aderant Enterprise Holdings, Inc.;
Aderant Legal Holdings, Inc.; and
Aderant International Holdings, Inc.

Execution Copy

PATENT SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN,

as Grantors

and

WELLS FARGO FOOTHILL, INC.,

as Lender

Dated as of December 1, 2004

Table of ContentsSection

PARTIES	1
PRELIMINARY STATEMENTS	1
1. Grant of Security	1
2. Security for Obligations	2
3. The Grantors Remain Liable	3
4. Representations and Warranties	3
5. Further Assurances	5
6. Transfers and Other Liens	7
7. The Lender Appointed Attorney-in-Fact	7
8. The Lender May Perform	7
9. The Lender's Duties	8
10. Remedies	8
11. Indemnity and Expenses	9
12. Amendments, Waivers, Etc	9
13. Addresses for Notices	9
14. Continuing Security Interest; Assignments Under the Loan Agreement	9
15. Release and Termination	10
16. Governing Law; Terms	10
17. Consent to Jurisdiction	10
18. Waiver of Jury Trial	11
19. Severability	11
20. Supplement to Loan Agreement	11
21. Section Headings	11
22. Integration	11

Schedule I – Issued Patents and Patent Applications

Schedule II – Exclusive Licenses

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2004, is entered into by and among the Persons listed on the signature page(s) hereof under the caption "Grantors" (collectively, the "Grantors" and each a "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as lender (the "Lender") under the Loan Agreement (as hereinafter defined).

PRELIMINARY STATEMENTS.

(1) Aderant Holdings, Inc., a Delaware corporation ("Parent"), and each of Aderant North America, Inc., a Florida corporation, and Solution 6 ULC, a New Zealand corporation (each, a "Borrower" and, collectively, the "Borrowers"), have entered into a Loan and Security Agreement, dated as of December 1, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Lender. Capitalized terms used herein but not defined shall have the meanings given them in the Loan Agreement, and the rules of construction set forth in Section 1.4 of the Loan Agreement shall apply hereto.

(2) Each of Parent, Aderant Enterprise Holdings, Inc., a Delaware corporation, Novient, Inc., a Georgia corporation, Aderant International Holdings, Inc., a Delaware corporation, and Aderant Legal Holdings, Inc., a Delaware corporation, has entered into a guaranty and a security agreement, each dated as of the date hereof (collectively, as each is amended, restated, supplemented or otherwise modified from time to time, the "US Guarantor Security Documents"), in favor of the Lender.

(3) Each of Aderant Legal Holdings (NZ) ULC, a New Zealand corporation, Solution 6 ULC, a New Zealand corporation, Keystone Solutions ULC, a New Zealand corporation, Inform Group ULC, a New Zealand corporation, Inform Pacific ULC, a New Zealand corporation, and Inform Lawpack ULC, a New Zealand corporation, has entered into a guaranty and a security agreement, each dated as of the date hereof (collectively, as each is amended, restated, supplemented or otherwise modified from time to time, the "NZ Guarantor Security Document" and, together with the US Guarantor Security Documents, the "Guarantor Security Documents"), in favor of the Lender.

(4) It is a condition precedent to the making of the initial Advance and Term Loan by the Lender under the Loan Agreement (or any other extension of credit provided for thereunder) that the Grantors shall have granted the security interests contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lender to make the initial Advance and Term Loan (or otherwise extend credit) under the Loan Agreement, and subject to the terms of the Loan Agreement, each Grantor hereby agrees with the Lender, for its benefit and the benefit of the Bank Product Providers (the Lender and the Bank Product Providers collectively referred to herein as the "Secured Parties"), as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Lender, for the benefit of the Secured Parties, a continuing security interest in and lien on such Grantor's right, title and interest in and to all currently existing and hereafter acquired or arising Patent

Collateral (as defined below) in order to secure Secured Obligations (as defined below). The Lender's Liens in and to the Patent Collateral shall attach to all Patent Collateral without further act on the part of Lender or Grantors. For the purposes of this Agreement, "Patent Collateral" shall mean all of Grantors' right, title and interest in and to:

(a) all patents, patent applications and patentable inventions, including (i) all inventions and improvements described and claimed therein, and patentable inventions, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents"). For the purposes of this Agreement, the Patents shall include each patent and patent application identified in Schedule I attached hereto and made a part hereof (which the Grantors may amend from time to time, provided that notice and copies thereof are promptly provided to the Lender); and

(b) all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether such Grantor is a licensor or licensee under any such license agreement, subject, in each case, to the terms of such license agreements, including terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Licenses"). For the purposes of this Agreement, the Licenses shall include the license agreements listed on Schedule II attached hereto and made a part hereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Patent Collateral by each Grantor pursuant to this Agreement secures the (a) prompt payment of any and all of the Secured Obligations in accordance with the terms and conditions of the Loan Documents to which such Grantor is a party, and (b) prompt payment and performance by such Grantor of each of its obligations, covenants and duties now or hereafter existing under this Agreement and the other Loan Documents to which such Grantor is a party. For purposes of this Agreement, "Secured Obligations" shall mean (a) in the case of each Grantor that is a Borrower, the prompt payment and performance by such Grantor of the Obligations (as defined in the Loan Agreement); and (b) in the case of each other Grantor, the prompt payment and performance by such Grantor of all obligations of such Grantor under this Agreement, the Guarantor Security Documents to which such Grantor is a party, or any other Loan Document to which such Grantor is a party; including, in each case, all liabilities or undertakings owing by such Grantor to a Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest and any and all costs, fees (including reasonable attorneys fees), and expenses (including interest, costs, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim thereof

is allowed) which such Grantor is required to pay pursuant to any of the foregoing, by law, or otherwise.

SECTION 3. The Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) the Grantors shall remain liable under the contracts and agreements included in the Patent Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any of the rights hereunder shall not release the Grantors from any of their duties or obligations under the contracts and agreements included in the Patent Collateral, and (c) no Secured Party shall have any obligation or liability under the contracts and agreements included in the Patent Collateral by reason of this Agreement, nor shall any Secured Party be obligated to perform any of the obligations or duties of the Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants to the Secured Parties as to such Grantor and its Patent Collateral as follows:

(a) Such Grantor is duly organized and existing and in good standing under the laws of its jurisdiction of organization and qualified to do business in each jurisdiction in which the failure to be so qualified could be expected to result in a Material Adverse Change; and has taken all necessary action to execute, deliver and perform this Agreement.

(b) This Agreement has been duly executed and delivered by such Grantor and when executed and delivered constitutes the legally valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except in each case as enforceability may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by equitable principles.

(c) Such Grantor owns, or holds licenses in, the Patents that are reasonably necessary to the conduct of its business as currently conducted. Attached hereto as Schedule I (which Grantors may amend from time to time provided that notice and copies thereof are promptly provided to Lender) is a true, correct, and complete listing of all Patents and applications for Patents as to which such Grantor is the owner or licensor of an exclusive license. Attached hereto as Schedule II (which Grantors may amend from time to time provided that notice and copies thereof are promptly provided to Lender) is a true, correct, and complete listing of all Patents and applications for Patents as to which such Grantor is an exclusive licensee. None of the Licenses to use Patents disclosed on Schedule I or Schedule II requires consent for the applicable Grantor to grant the security interest granted hereunder in such Grantor's right, title and interest in and to the Patent Collateral.

(d) Except as may be expressly permitted under the Loan Agreement, no security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Patent Collateral, that has not been terminated or released, is on file in any recording office in any jurisdiction in which Grantor owns any Patent Collateral (including the U.S. Patent and Trademark Office), except such as may have been filed in favor of the Lender relating to this Agreement or any other Loan Document, and such Grantor has not consented to

the filing of financing or continuation statements covering all or part of the Patent Collateral under the Code or any other applicable procedure, regulation or law of any foreign jurisdiction in which Patents are owned, or the filing of any other document or notice similar in effect (which has not been released or terminated) with the U.S. Patent and Trademark Office or any of its counterpart agencies in foreign jurisdictions in which such Grantor owns any Patent Collateral.

(e) Such Grantor has made all necessary payments, filings and recordings to protect and maintain its interest in the Patents set forth in Schedule I in the United States or any other jurisdiction that is reasonably necessary to the conduct of its business as currently conducted, including (i) making all necessary registration, maintenance and renewal fee payments; and (ii) filing all necessary documents, including all Patent applications.

(f) Each patent and patent application of such Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unpatentable or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid, subsisting, patentable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, is valid and enforceable. Such Grantor has notified the Lender in writing of all uses of any item of Patent Collateral of which such Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, other than any such uses that would not cause or result in a Material Adverse Change.

(g) Except as may be expressly permitted under the Loan Agreement, such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Patent Collateral that has not been terminated or released. Such Grantor has not granted any license (other than those listed on Schedule II hereto), shop right, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Patent Collateral so as to cause or result in a Material Adverse Change.

(h) No consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority or other third party, as applicable, is required either (i) for the grant by such Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, (ii) for the perfection or maintenance of the security interest created hereby (including the first priority nature of such security interest), except for the filing of financing and continuation statements under the Code and any other applicable procedure, regulation or law of any foreign jurisdictions in which such Grantor owns Patent Collateral, and the filing with the U.S. Patent and Trademark Office and any counterpart agencies in foreign jurisdictions in which such Grantor owns Patent Collateral of any other document or notice of similar effect, which financing statements, filings and other documents have been duly filed, will be filed by the Lender, or which the Lender and Grantor have agreed need not be filed, or (iii) for the exercise by the Lender of its rights provided for in this Agreement or the remedies in respect of the Patent Collateral pursuant to this Agreement, except that filings with the U.S. Patent and Trademark Office and any counterpart agencies in foreign jurisdictions in which such Grantor owns Patent Collateral may be necessary in order to record the transfer of such Patent Collateral upon foreclosure, in each case, other than consents or approvals that have been obtained and that are still in force and effect.

(i) Except for the licenses listed on Schedule II hereto and any non-exclusive licenses to which any Grantor is a party, such Grantor has no knowledge of the existence of any third-party rights or any claims with respect thereto that is likely to be made and adversely determined under any item of Patent Collateral contained on Schedule I.

(j) No claim has been made and is continuing or threatened that the use by such Grantor of any item of Patent Collateral is invalid or unenforceable or that the use by such Grantor of any Patent Collateral violates the rights of any Person, other than any such claim which would not cause or result in a Material Adverse Change. To the best of such Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Patent Collateral contained on Schedule I.

(k) Such Grantor has no knowledge of the existence of any patent or license agreement held or claimed by any other Person that would preclude such Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Patent Collateral (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person, as set forth in Schedule II), or that would interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any pending or threatened claim that would, if adversely decided, preclude or interfere with the business of such Grantor as currently carried on under any of the Patent Collateral, other than in the case of any of the foregoing any such patent, license agreement or claim that would not cause or result in a Material Adverse Change.

SECTION 5. Further Assurances. (a) The Grantors shall from time to time, at their sole expense, promptly authorize, execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Lender may reasonably request, in order to perfect and protect any security interest granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Patent Collateral. Without limiting the generality of the foregoing, the Grantors will authorize, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as Lender, in its Permitted Discretion, deems necessary or desirable in order to perfect and preserve the security interest granted hereby.

(b) Each Grantor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto (including by recording this Agreement with the U.S. Patent and Trademark Office and its counterpart agencies in all applicable foreign jurisdictions) relating to all or any part of the Patent Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Patent Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Grantors will furnish to the Lender from time to time statements and schedules further identifying and describing the Patent Collateral and such other reports in connection with the Patent Collateral as the Lender may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership or any other interest in any Patent or License, which is not a part of the Patent Collateral as of the Closing Date, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such Patent or License shall automatically become Patent Collateral, and (iii) with respect to any ownership interest in any Patent or any exclusive license to a Patent that Grantor is advised is the subject of an application or registration that such Grantor obtains, it shall give prompt written notice thereof to the Lender in accordance with Section 13. Each Grantor authorizes the Lender to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Lender in effecting any such amendment) to include any Patent or application for such Patent or License, as applicable, which becomes part of the Patent Collateral under this Section.

(e) With respect to each Patent and License to which it is now or later becomes owner of or party to that is reasonably necessary to the conduct of its business as currently conducted, each Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including making all necessary payments and filings in connection with the issuance, maintenance and renewal of Patents, in the U.S. Patent and Trademark Office and any other appropriate Governmental Authorities, to (i) maintain each such Patent and License, and (ii) pursue each such patent application, now or hereafter included in the Patent Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, infringement and misappropriation proceedings in the United States and any foreign jurisdictions in which such Grantor owns such Patents. Any expenses incurred in connection with such activities, as between any Secured Party and the Grantors, shall be borne solely by Grantors. No Grantor shall abandon or decide not to pursue any right to file any patent application, or abandon any patent pending application or patent, without the written consent of Lender, unless (i) a Grantor shall have previously determined that such abandonment or pursuit of such filing is no longer desirable in the conduct of such Grantor's business and that the loss thereof will not cause or result in a Material Adverse Change, in which case, such Grantor will give notice of any such abandonment to the Lender pursuant to the terms of Section 13, or (ii) such abandonment or failure to pursue such filing is expressly permitted under the Loan Agreement.

(f) Each Grantor agrees to notify the Lender promptly and in writing if it learns (i) that any item of the Patent Collateral contained on Schedule I has been finally determined to have been abandoned or dedicated, except as a result of such Grantor's exercise of its rights under the last sentence of Section 4(e), or (ii) of any adverse determination or the institution of any proceeding (including the institution of any proceeding in the U.S. Patent and Trademark Office or any other appropriate Governmental Authorities in foreign jurisdictions) regarding any item of the Patent Collateral that would cause or result in a Material Adverse Change.

(g) In the event that any Grantor becomes aware that any item of the Patent Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Lender and shall take such actions as such Grantor or the Lender reasonably deems appropriate under the circumstances to protect such Patent Collateral, including suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless any such infringement or misappropriation would not cause or result in

a Material Adverse Change. Any expense incurred in connection with such activities, as between any Secured Party and the Grantors, shall be borne solely by the Grantors.

(h) Each Grantor shall to the extent it deems reasonable in its best business judgment mark its products with the numbers of the appropriate patents or the designation "patent pending," as the case may be, in accordance with 35 U.S.C. Section 287(a) or, for sales outside of the United States, in accordance with the counterpart of U.S.C. Section 287(a), if any, of the patent laws of the applicable jurisdiction.

(i) Each Grantor shall continue to take all commercially reasonable steps which it deems reasonably necessary under the circumstances to preserve and protect the Patent Collateral and the secrecy of all trade secrets of such Grantor, including any in the Patent Collateral.

SECTION 6. Transfers and Other Liens. The Grantors shall not, (a) except for Permitted Dispositions, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Patent Collateral or (b) create or suffer to exist any Lien upon or with respect to any of the Patent Collateral except for the security interest created by this Agreement or Permitted Liens.

SECTION 7. The Lender Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Lender as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Lender's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Patent Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any payments relating to any of the Patent Collateral or otherwise to enforce the rights of the Lender with respect to any of the Patent Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Lender shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Lender May Perform. If any Grantor fails to perform any agreement contained herein, the Lender may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Lender incurred in connection therewith shall be payable by the Grantors under Section 11.

SECTION 9. The Lender's Duties. The powers conferred on the Lender hereunder are solely to protect its interest in the Patent Collateral and shall not impose any duty upon the Lender to exercise any such powers. Except for the safe custody of any Patent Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Lender shall have no duty as to any Patent Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Patent Collateral. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Patent Collateral in its possession if such Patent Collateral is accorded treatment substantially equal to that which the Lender accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Lender may exercise in respect of the Patent Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Code (whether or not the Code applies to the affected Patent Collateral) and also may (i) require the Grantors to, and each Grantor hereby agrees that it will at its sole expense and upon request of the Lender forthwith, assemble all or part of the documents and things embodying the Patent Collateral as directed by the Lender and make them available to the Lender at a place to be designated by the Lender that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Patent Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Lender's rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Patent Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Lender may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Patent Collateral, the Grantors shall supply to the Lender or its designee the Grantors' know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Patent Collateral subject to such disposition, and the Grantors' customer lists and other records and documents relating to such Patent Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by applicable law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Lender shall not be obligated to make any sale of Patent Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Patent Collateral may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Lender pursuant to Section 11) in whole or in part by the Lender for its benefit and the ratable benefit of the other Secured

Parties against, all or any part of the Secured Obligations in accordance with Section 2.4 of the Loan Agreement. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Lender may exercise any and all rights and remedies of the Grantors under or otherwise in respect of the Patent Collateral.

(d) All payments received by the Grantors under or in connection with any of the Patent Collateral shall be received in trust for the benefit of the Lender, shall be segregated from other funds of the Grantors and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement).

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Lender-Related Persons (each, an "Indemnified Party") from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), except claims, losses or liabilities resulting from an Indemnified Party's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) The Grantors will upon demand pay to the Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that any Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Patent Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties hereunder or (iv) the failure by the Grantors to perform or observe any of the provisions hereof.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and, in the case of an amendment, by the Lender and the Grantors, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Lender to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. Any communications between the parties hereto or notices provided herein to be given shall be sent in accordance with the provisions of, and to the addresses set forth in, Section 12 of the Loan Agreement, and if to any Grantor that is not a party to the Loan Agreement, to the address set forth for the Administrative Borrower in the Loan Agreement.

SECTION 14. Continuing Security Interest; Assignments Under the Loan Agreement. This Agreement shall create a continuing security interest in the Patent Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, (b) be binding upon the Grantors, their successors and assigns and (c) inure, together

with the rights and remedies of the Lender hereunder, to the benefit of the Lender, its Affiliates and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), each Secured Party may assign or otherwise transfer all or any portion of its rights and obligations under this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to a Secured Party herein or otherwise, in each case as provided in Section 14 of the Loan Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Patent Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory and grants of non-exclusive licenses, in each case in the ordinary course of business), the Lender will, at the Grantors' sole expense, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence the release of such item of Patent Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release and after giving effect thereto no Default shall have occurred and be continuing, (ii) the Grantors shall have delivered to the Lender, at least ten (10) Business Days prior to the date of the proposed release, a written request for release describing the item of the Patent Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Lender and a certification by the Grantors to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Lender may request, and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.4 of the Loan Agreement shall be paid to, or in accordance with the instructions of, the Lender at the closing.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan Agreement, the security interest granted hereby shall terminate and all rights to the Patent Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the Grantors. Upon any such termination, the Lender will, at the Grantors' sole expense, authorize, execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 16. Governing Law; Terms. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Code are used herein as therein defined.

SECTION 17. Consent to Jurisdiction. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY PATENT COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH

ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. GRANTORS, LENDER AND (BY THEIR ACCEPTANCE HEREOF) THE OTHER SECURED PARTIES WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 17.

SECTION 18. Waiver of Jury Trial. GRANTORS, LENDER AND (BY THEIR ACCEPTANCE HEREOF) THE OTHER SECURED PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. GRANTORS, LENDER AND THE OTHER SECURED PARTIES REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 19. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 20. Supplement to Loan Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan Agreement. The Grantors acknowledge that the rights and remedies of the Secured Parties are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 21. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 22. Integration. This Agreement, together with the other Loan Documents, reflects the entire understanding of the parties with respect to the subject matter contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

GRANTORS:

ADERANT HOLDINGS, INC., a Delaware corporation, as a Grantor

By: 
 Name: Lawrence J. Alves
 Title: Chief Financial Officer and Treasurer

NOVIENT, INC., a Georgia corporation, as a Grantor

By: 
 Name: Lawrence J. Alves
 Title: Chief Financial Officer

ADERANT NORTH AMERICA, INC., a Florida corporation, as a Grantor

By: 
 Name: Lawrence J. Alves
 Title: Chief Financial Officer and Treasurer

ADERANT ENTERPRISE HOLDINGS, INC., a Delaware corporation, as a Grantor

By: 
 Name: Lawrence J. Alves
 Title: Chief Financial Officer and Treasurer

SIGNATURE PAGE OF THE PATENT SECURITY AGREEMENT

ny- 567411

ADERANT LEGAL HOLDINGS, INC., a
Delaware corporation, as a Grantor

By: 
Name: Lawrence J. Alves
Title: Chief Financial Officer and Treasurer

ADERANT INTERNATIONAL
HOLDINGS, INC., a Delaware corporation,
as a Grantor

By: 
Name: Lawrence J. Alves
Title: Chief Financial Officer and Treasurer

LENDER:

Agreed and consented to as of
the date first above written:

WELLS FARGO FOOTHILL, INC., a California
corporation, as Lender

By: 
Name: 
Title:

SIGNATURE PAGE OF THE PATENT SECURITY AGREEMENT

ny-567411

**Schedule I to the
Patent Security Agreement**

Issued Patents and Patent Applications

Novient, Inc.

US Patent Number 6,421,673 "Method for mapping applications and or attributes in a distributed network environment"

**Schedule II to the
Patent Security Agreement**

Patent Licenses