

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Patent Security Interest (First Lien)

CONVEYING PARTY DATA

Name	Execution Date
Mitchell International, Inc.	03/28/2007

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6157923
Application Number:	09825604
Application Number:	11557943
Application Number:	11229259

CORRESPONDENCE DATA

Fax Number: (213)430-6407

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Gina M. Durham

Total Attachments: 4

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PATENT

REEL: 019204 FRAME: 0991

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## GRANT OF PATENT SECURITY INTEREST

**WHEREAS, MITCHELL INTERNATIONAL, INC.**, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

**WHEREAS**, Grantor, has entered into a Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **MIH ACQUISITION CORP.** (to be merged with and into **MITCHELL INTERNATIONAL HOLDING, INC.**, and then with and into **MITCHELL INTERNATIONAL, INC.**), **MIH PARENT, INC.**, the lenders party thereto from time to time (the “**Lenders**”), **CAPITALSOURCE FINANCE LLC**, as Documentation Agent, and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Lead Arranger, Sole Bookrunner, Syndication Agent, Administrative Agent and Collateral Agent for the Lenders (in such capacity, “**Secured Party**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more hedge agreements (collectively, the “**Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Hedge Agreements are entered into (in such capacity, collectively, “**Lender Counterparties**”); and

**WHEREAS**, pursuant to the terms of a Pledge and Security Agreement dated as of March 28, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Patent Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and

all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term **"proceeds"** includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406 or 9-408 of the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28th day of March, 2007.

**MITCHELL INTERNATIONAL, INC.**

By: 

Name: James Lindner

Title: Chief Executive Officer

**SCHEDULE A  
TO  
GRANT OF PATENT SECURITY INTEREST**

**Registered Patent:**

<b><u>Registered Owner</u></b>	<b><u>Patent Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
Mitchell International, Inc.	Query Processing Based on Associated Industry Codes	6,157,923	04/03/01

**Patents Pending:**

<b><u>Applicant's Name</u></b>	<b><u>Date Filed</u></b>	<b><u>Application Number</u></b>	<b><u>Invention</u></b>	<b><u>Inventor(s)</u></b>
Mitchell International, Inc.	04/03/01	09/825,604	System and method of administering, tracking and managing of claims processing	Anthony Aquila, Edward L. Schrenk, Patrick Cole, Thomas Lyons, David Griffin, Mike Marsh et al.
Mitchell International, Inc.		11/557,943	Compliance Manager	
Mitchell International, Inc.		11/229,259	Methods and Systems for Salvage Management	