

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Accruent, LLC	02/24/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Silicon Valley Bank
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	7660726
Patent Number:	7653641
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	687634
NAME OF SUBMITTER:	Jean Paterson
<p>Total Attachments: 6</p> <p>source=2-25-11 Accruent-PT#page1.tif</p> <p>source=2-25-11 Accruent-PT#page2.tif</p> <p>source=2-25-11 Accruent-PT#page3.tif</p>	

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## **PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "***Agreement***"), dated as of February 24, 2011, is entered into by and between ACCRUENT, LLC, a Delaware limited liability company (the "***Grantor***") and SILICON VALLEY BANK (the "***Assignee***"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of February 24, 2011, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Guarantee and Collateral Agreement***"), and pursuant to that certain Credit Agreement, dated as of February 24, 2011, among Grantor, ACCRUENT HOLDINGS, LLC, a Delaware limited liability company ("***Holdings***"), SITERRA LLC, a Delaware limited liability company, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. **Grant of Security Interest**

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Patents, whether owned or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Patents" means (i) all letters patent of the United States, any other country or any political subdivision thereof and all reissues and extensions thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Patent in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ACCRUENT, LLC

By: 

Name: Mark Friedman

Title: Chief Executive Officer

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Grantor:

ACCRUENT, LLC

1601 Cloverfield Blvd.

Suite 500 South

Santa Monica, CA 90404

Facsimile No.: 310-526-6300

E-mail: mark.f@accruent.com

Address of Assignee:

SILICON VALLEY BANK,

2400 Hanover Street

Palo Alto, CA 94304

Attention: Mr. Michael Willard

Facsimile No.: 650-856-7661

E-mail: mwillard@svb.com

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ASSIGNEE:

ACCRUENT, LLC

SILICON VALLEY BANK,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Michael Willard  
Name: Michael Willard  
Title: Relationship Manager

Address of Grantor:  
ACCRUENT, LLC  
1601 Cloverfield Blvd.  
Suite 500 South  
Santa Monica, CA 90404  
Facsimile No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Address of Assignee:  
SILICON VALLEY BANK,  
2400 Hanover Street  
Palo Alto, CA 94304  
Attention: Mr. Michael Willard  
Facsimile No.: 650-856-7661  
E-mail: mwillard2@svb.com

[Signature Page – Accruent Patent Security Agreement]

**PATENT**  
**REEL: 025848 FRAME: 0844**

Schedule A to PATENT SECURITY AGREEMENT

Registrations and Applications for Patents

Title	Patent/Number/ Issue Date	Publication Number /Pub. Date	Application Number / Filing Date	Owner
System and method for requesting, receiving, tracking and verifying or receiving proof of insurance coverage and transferring risk to uninsured or underinsured parties	7660726 / 2/9/2010	2004- 0078246 / 04/22/2004	10/317645 / 12/11/2002	Accruent, Inc.
Abstraction control solution	7653641 / 01/26/2010	2005- 0251535 / 11/10/2005	10/838967 / 12/11/200	Accruent, Inc.