

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CYBERSHIFT HOLDINGS, INC.	11/16/2012
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	101 N. TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6330594
Patent Number:	6347306
CORRESPONDENCE DATA	
Fax Number:	6508385109
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-838-3743
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Correspondent Name:	Michael Jokic
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ATTORNEY DOCKET NUMBER:	37051/47
NAME OF SUBMITTER:	MICHAEL JOKIC
Total Attachments: 5 source=0 - SumTotal 2nd Lien Patent Security Agreement (CyberShift)#page1.tif source=0 - SumTotal 2nd Lien Patent Security Agreement (CyberShift)#page2.tif source=0 - SumTotal 2nd Lien Patent Security Agreement (CyberShift)#page3.tif source=0 - SumTotal 2nd Lien Patent Security Agreement (CyberShift)#page4.tif source=0 - SumTotal 2nd Lien Patent Security Agreement (CyberShift)#page5.tif	

CH \$80.00 6330594

SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of November 16, 2012 (this "Patent Security Agreement"), is made by each Pledgor that is a signatory hereto in favor of Bank of America, N.A., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Amber Holding Inc., a Delaware corporation, certain subsidiaries of Borrower 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 Pledgor and certain other Guarantors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Patent 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, 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.

SECTION 2. Grant of Security Interest in Patent Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

- (a) all Patents of such Pledgor, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[CYBERSHIFT HOLDINGS, INC.]

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement and the other Loan Documents, survive the termination thereof) the security interest granted therein and the security interest herein shall automatically terminate and be deemed automatically released and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to such Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CYBERSHIFT HOLDINGS, INC.

By: 
Name: John P. Borgerding
Title: Chief Executive Officer

[Signature Page to Second Lien Patent Security Agreement]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: Alysa Trakas
Name:
Title: **Alysa A. Trakas**
Director

[Signature Page to Second Lien Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

OWNER	TITLE	APPLICATION NUMBER
Cybershift Holdings, Inc.	MULTIPLE TIER INTERFACING WITH NETWORK COMPUTING ENVIRONMENT	U.S. 6330594
Cybershift Holdings, Inc.	MULTIPLE TIER INTERFACING WITH NETWORK COMPUTING ENVIRONMENT	CA 2293520 (Canada)
Cybershift Holdings, Inc.	METHOD AND SYSTEM FOR DIRECT PAYROLL PROCESSING	U.S. 6347306