

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
QQUEST SOFTWARE SYSTEMS, INC.	12/14/2012
RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	275 Grove Street
Internal Address:	Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D622168
CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2023704761
Email:	tfahey@nationalcorp.com
Correspondent Name:	Thomas Fahey
Address Line 1:	1100 G Street NW, Suite 420
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	F142665
NAME OF SUBMITTER:	Lisa A. Cobbett
Total Attachments: 5 source=DOC000.PT#page2.tif source=DOC000.PT#page3.tif source=DOC000.PT#page4.tif source=DOC000.PT#page5.tif source=DOC000.PT#page6.tif	

OP \$40.00 D622168

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 14, 2012, is entered into by and among the Grantors listed on the signature page hereto (each and collectively, the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of August 8, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain of the Grantor's affiliates, and (ii) that certain Credit Agreement, dated as of August 8, 2011 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), between, among others, the Grantor, the Assignee, and certain Lenders party thereto.

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, each Grantor has granted in favor of the 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, each 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 each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Patents" means all of the following included in the Collateral, (i) all patents or letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill of Grantor's business associated therewith, 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 county and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, 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 each 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, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such 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 such Grantor or to delete any reference to any right, title or interest in any Patent in which such Grantor no longer has or claims any right, title or interest. Each 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. Recordation

Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Assignee.

4. 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

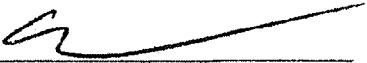
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[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.

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Eugene Wong
Title: Vice President

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attention: Mr. Michael Fell
Email: mfell@svb.com

GRANTOR:

QQUEST SOFTWARE SYSTEMS, INC.,
as Grantor

By: 

Name: Gary Trainor

Title: President and Chief Executive Officer

Address of Grantor:

QQuest Software Systems, Inc.
7028 Kearny Drive
Huntington Beach, CA 92648
Attention: Dean Jacobson
Email: dean@accel-kkr.com

Signature Page to Patent Security Agreement

PATENT
REEL: 029480 FRAME: 0645

Schedule A to PATENT SECURITY AGREEMENT

Registrations of Patents and Patent Applications

PATENTS

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
U.S.	US PAT. # D622168	August 24, 2010	"TIME CLOCK" [Design]

PATENT APPLICATIONS

None.

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