

## 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
Livingston International Technology Services Corporation	04/18/2013
RECEIVING PARTY DATA	
Name:	Royal Bank of Canada, as Second Lien Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11744471
Patent Number:	7328211
Application Number:	11952506
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-318-6493
Email:	david.adams@thomsonreuters.com
Correspondent Name:	Robin Riley
Address Line 1:	75 East 55th Street
Address Line 4:	New York, NEW YORK 10022
NAME OF SUBMITTER:	Robin Riley
Signature:	/David Adams TR/
Date:	04/24/2013
Total Attachments: 6	

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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)**

Livingston International Technology Services Corporation

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) April 18, 2013

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: Royal Bank of Canada, as Second Lien Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

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

**4. Application or patent number(s):**

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

A. Patent Application No.(s)

See attached Schedule I.

B. Patent No.(s)

See attached Schedule I.

Additional numbers attached? ☒ Yes ☐ No

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

Name: Robin Riley

Internal Address: \_\_\_\_\_

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

**6. Total number of applications and patents involved: 3**

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

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Robin Riley  
Signature

April 22, 2013

Date

Robin Riley

Name of Person Signing

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

6

## SECOND LIEN U.S. PATENT SHORT FORM SECURITY AGREEMENT

SECOND LIEN U.S. PATENT SHORT FORM SECURITY AGREEMENT dated as of April 18, 2013 (this “**Agreement**”), among Livingston International Technology Services Corporation, a Delaware corporation (the “**Grantor**”) and ROYAL BANK OF CANADA, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien U.S. Security Agreement dated as of April 18, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Livingston International Inc. (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of April 18, 2013 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Guarantors from time to time party thereto, Royal Bank of Canada, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”): all letters patent of the United States or Canada, all registrations and recordings thereof, and all applications for letters patent of the United States or Canada, including registrations, recordings and pending applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office, including those listed on Schedule I, and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the lien and security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Supplement, the provisions of the Intercreditor Agreement shall control.


SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office or the Canadian Intellectual Property Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of the page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**LIVINGSTON INTERNATIONAL  
TECHNOLOGY SERVICES CORPORATION,**  
as a Grantor

By:   
Name: Peter Luit  
Title: President and Chief Executive Officer

By:   
Name: Christopher McMullen  
Title: Chief Financial Officer

ROYAL BANK OF CANADA,  
as Collateral Agent

By:   
Name: Ivonne Brachmann  
Title: Manager, Agency

Schedule I

United States and Canadian Patents and Pending Patent Applications

<u>Patent</u>	<u>Country</u>	<u>Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
Vastera Restrictive Party Screening	U.S.	Livingston International Technology Services Corporation	11/744,471 (application)
System and Methods for Improved Linguistic Pattern Matching	U.S	Livingston International Technology Services Corporation	7328211
Linguistic Pattern Matching	U.S.	Livingston International Technology Services Corporation	11/952,506 (Application)
Restricted Party Screening	Canada	JPMorgan Chase Bank, N.A. (assignment to Livingston International Technology Services Corporation pending recordation)	2651119 (Application)