

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
Transform Software and Services, Inc.	06/19/2013
RECEIVING PARTY DATA	
Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	c/o Golub Capital Incorporated, 666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	61722147
Application Number:	61722212
Application Number:	13781277
Application Number:	61813124
CORRESPONDENCE DATA	
Fax Number:	3129021061
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312.577.8034
Email:	oscar.ruiz@kattenlaw.com
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-92
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/

CH \$160.00 61722147

Date:

06/19/2013

Total Attachments: 5

source=Patent Security Agreement - Transform#page1.tif

source=Patent Security Agreement - Transform#page2.tif

source=Patent Security Agreement - Transform#page3.tif

source=Patent Security Agreement - Transform#page4.tif

source=Patent Security Agreement - Transform#page5.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 19, 2013, is between **TRANSFORM SOFTWARE AND SERVICES, INC.**, a Delaware corporation (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee") for the benefit of itself and the Secured Parties. Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined)

RECITALS

WHEREAS, Grantor owns the Patent registrations, and Patent applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent registrations and Patent applications, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent registration and Patent application owned by Grantor, including, without limitation, the Patent registrations and Patent applications referred to in **Schedule 1** annexed hereto, all patentable inventions and all of the inventions and improvements described and claimed therein, and all of the goodwill of the business connected with the use of, and symbolized by each of the foregoing; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent registration owned by Grantor including, without limitation, the Patent registrations relating to Patents and referred to in **Schedule 1** annexed hereto and the

Patent registrations issued with respect to the Patent applications referred to in **Schedule 1** annexed hereto.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Patent Security Agreement and the Security Agreement, the Security Agreement shall govern.

For the avoidance of doubt, the signature of Transform to this Agreement shall be deemed effective concurrently with the consummation of the Rockies Merger and not prior thereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

**TRANSFORM SOFTWARE AND
SERVICES, INC.**, a Delaware corporation

By: 
Name: David L. Piazza
Title: Chief Financial Officer

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Administrative Agent
By: GC Advisors LLC, its sole Member

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

**Schedule 1
to
Patent Security Agreement**

U.S. PATENT REGISTRATIONS

None

FOREIGN PATENT REGISTRATIONS

None

U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Application</u>	<u>Owner</u>
Seismic Waveform Classification Systems and Methods	United States	61/722,147	Transform Software and Services, Inc.
Process for Reproducibly Extracting Consistent Horizons from Seismic Images	United States	61/722,212	Transform Software and Services, Inc.
Method and System For Image-Guided Fault Extraction From A Fault-Enhanced Seismic Image	United States	13/781,277 NP based on provisional appl. 61/605,288	Transform Software and Services, Inc.
System and Method for Automatically Correlating Geologic Tops	United States	61/813,124	Transform Software and Services, Inc.

FOREIGN PATENT APPLICATIONS

None