

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2668012

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLOGISTIX, LP	12/09/2013
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	2200 ROSS AVE., 9TH FLOOR
Internal Address:	TX1-2905
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	RE38434
Patent Number:	6227222
CORRESPONDENCE DATA	
Fax Number:	(214)999-7919
Phone:	214-220-7919
Email:	jucooper@velaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JULIE H COOPER
Address Line 1:	2001 ROSS AVENUE, SUITE 3700
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	CHA715-26005
NAME OF SUBMITTER:	JULIE H. COOPER
Signature:	/julie h cooper/
Date:	01/06/2014

PATENT

**Total Attachments: 5**

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## **AMENDED AND RESTATED PATENT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this “**Agreement**”), dated as of December 9, 2013, is entered into by and among FLOGISTIX, LP, a Texas limited partnership (the “**Grantor**”), and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as administrative agent (the “**Administrative Agent**”) for the Lenders.

Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof among the Grantor, the other Loan Parties party thereto and the Administrative Agent (as such agreement may be amended, restated, supplemented or modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, the Grantor is required to grant a security interest to the Administrative Agent, for the benefit of the Secured Parties, in all of the Grantor’s patents and all registrations and recordings thereof and applications in connection therewith, whether now owned or hereafter acquired, and wherever located, including the patents listed on Schedule 1 hereto (collectively, the “**Secured Patents**”).

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 Administrative Agent hereby agree as follows:

1. **Grant of Security Interest.**

(a) The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the Secured Patents of the Grantor, including all reissues, extensions or renewals thereof.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are further set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. **Termination of Security Interest.**

The security interest created hereby shall terminate in accordance with the terms and conditions set forth in the Security Agreement.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining the Grantor's signatures to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any patents currently owned by the Grantor or any patents acquired by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any patents in which the Grantor no longer has or claims any right, title or interest.

4. Governing Law.

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.**

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. EXISTING PATENT SECURITY AGREEMENT AMENDED AND RESTATED. This Agreement shall amend and restate that certain Patent Security Agreement dated as of January 18, 2011 between Grantor and the Administrative Agent (the "**Existing Patent Security Agreement**") in its entirety. On the date hereof, the rights and obligations of the parties under the Existing Patent Security Agreement shall be subsumed within and be governed by this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

FLOGISTIX, LP

By: FLOGISTIX GP, LLC, its General Partner

By: *Brooks Mims Talton, III*  
Name: Brooks Mims Talton, III  
Title: President and Chief Executive Officer

STATE OF Oklahoma  
COUNTY OF Oklahoma ss:

On December 6, 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared Brooks Mims Talton, III personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the President and Chief Executive Officer, on behalf Flogistix GP, LLC, a Delaware limited liability company, as the general partner of Flogistix, LP, a Texas limited partnership, the company herein named, and acknowledged to me that the company executed the within instrument pursuant to its limited partnership agreement and/ or the written consent of the sole member of its general partner.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



*Jennifer Chismen*  
Notary Public

My Commission Expires:

*April 4, 2014*

SIGNATURE PAGE TO AMENDED AND RESTATED PATENT SECURITY AGREEMENT -- FLOGISTIX, LP

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: [Signature]  
Name: Andrew G. Ray  
Title: Vice President

STATE OF TEXAS                    )  
  ) ss:  
COUNTY OF DALLAS            )

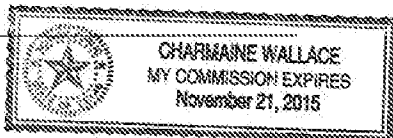
On December 9, 2013, before me, the undersigned, a notary public in and for said state and county, personally appeared Andrew G. Ray, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as an authorized officer, on behalf of JPMorgan Chase Bank, N.A., a national banking association.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

[Signature]  
Notary Public

My Commission Expires:



PATENT SECURITY AGREEMENT**Patents:**

<b>Date</b>	<b>Grantor</b>	<b>Patent No.</b>	<b>Serial No.</b>	<b>Country</b>
2/24/2004	Flogistix, LP	Patent # RE38,434	Serial # 09/974,496	US
05/08/2001	Flogistix, LP	Patent # 6,227,222	Serial # 09/477,934	US