

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2712403

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| WORKSPEED HOLDINGS, LLC | 02/04/2014 |
| RECEIVING PARTY DATA | |
| Name: | GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT FOR THE SECURED PARTIES |
| Street Address: | 200 WEST STREET |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10282 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 7143048 |
| CORRESPONDENCE DATA | |
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| Correspondent Name: | SURAJ BALUSU |
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| ATTORNEY DOCKET NUMBER: | 30045.56200 |
| NAME OF SUBMITTER: | SURAJ K. BALUSU |
| Signature: | /Suraj K. Balusu 65519/ |
| Date: | 02/04/2014 |

Total Attachments: 5

source=MRI - Goldman Milbank - (1st Lien) - Patent Security Agreement (2-4-2014) Executed_(29729513_1)#page1.tif

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FIRST LIEN PATENT SECURITY AGREEMENT

This First Lien Patent Security Agreement, dated as of February 4, 2014 (this "Patent Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Goldman Sachs Bank USA, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain First Lien credit agreement, dated as of February 4, 2014 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among MRI Software LLC, a Delaware limited liability company (the "Borrower"), MRI Intermediate Holdings II LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time 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 Pledgors are party to a First 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 the Pledgors are 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, the Pledgors hereby agree 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each 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 Pledgors hereby acknowledge and affirm 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.

SECTION 4. Termination. The Collateral Agent shall, as and when required by Section 10.4 of the Security Agreement, promptly execute, acknowledge, and deliver to the Pledgors 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. Each 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 counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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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.

PLEDGORS

WORKSPEED HOLDINGS, LLC

By: 

Name: William L. Roselli, III

Title: Chief Financial Officer

MRI SOFTWARE LLC

By: 

Name: William L. Roselli, III

Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: Charles D. Johnston
Authorized Signatory
Charles D. Johnston
Authorized Signatory

[Signature Page to First Lien Patent Security Agreement]

PATENT
REEL: 032160 FRAME: 0390

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

| OWNER | REGISTRATION NUMBER | TITLE |
|-------------------------|------------------------|---|
| Workspeed Holdings, LLC | 7143048 | Workspeed-System and method for managing real estate |

United States Patent Applications:

| OWNER | APPLICATION NUMBER | TITLE |
|------------------|-----------------------|---|
| MRI Software LLC | 12406915 | Real Estate Investment Optimizer ¹ |

¹ MRI Software LLC is in the course of abandoning this patent application as it is not relevant to its current business.