

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2746663

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT																														
CONVEYING PARTY DATA																															
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<table border="1"> <tr> <td>Name:</td> <td>MORGAN STANLEY SENIOR FUNDING, INC.</td> </tr> <tr> <td>Street Address:</td> <td>1585 BROADWAY</td> </tr> <tr> <td>City:</td> <td>NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10022</td> </tr> </table>		Name:	MORGAN STANLEY SENIOR FUNDING, INC.	Street Address:	1585 BROADWAY	City:	NEW YORK	State/Country:	NEW YORK	Postal Code:	10022																				
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Patent Number:	7548881
Patent Number:	7406440
Patent Number:	7567912
Patent Number:	6862486
Patent Number:	7379782
Application Number:	13953299

**CORRESPONDENCE DATA**

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*Correspondence will be sent via US Mail when the email attempt is unsuccessful.*  
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 Address Line 1: KIRKLAND & ELLIS LLP  
 Address Line 2: 601 LEXINGTON AVENUE  
 Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	13999-4
NAME OF SUBMITTER:	SUSAN ZABLOCKI
Signature:	/susan zablocki/
Date:	02/27/2014

**Total Attachments: 7**  
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SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of February 26, 2014 (this "Patent Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement, dated as of February 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Apteau, Inc., a Delaware corporation (the "Borrower"), Apteau Parent Co S.à.r.l., a Luxembourg *société à responsabilité limitée*, with registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 169191, with a share capital of USD 20,000 ("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 Second 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. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Secured Hedging Agreement, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, 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 any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 8. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to the First Lien Collateral Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

APTEAN, INC.  
as Pledgor

By: 

Name: Paul J. Ilse

Title: Chief Executive Officer

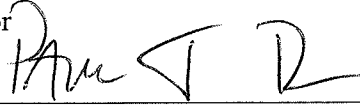
[Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 032366 FRAME: 0638**

**ACTIVPLANT CORPORATION**

as Pledgor

By: \_\_\_\_\_



Name: Paul J. Ilse

Title: Chief Executive Officer

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

**MORGAN STANLEY SENIOR  
FUNDING, INC.,**

as Collateral Agent

By: 

Name: Jonathon Rauen

Title: Authorized Signatory

[Signature Page to Second Lien Patent Security Agreement]

**PATENT  
REEL: 032366 FRAME: 0640**

Schedule 1

<b>PATENT TITLE</b>	<b>COUNTRY</b>	<b>PATENT/ APPLICATION/ PUBLICATION NUMBER</b>	<b>FILING/ ISSUE DATE</b>	<b>STATUS</b>	<b>REGISTRANT</b>
System and Method for Implementing a Knowledge Management System	United States	6711585	03/23/2004	Issued	Aptean, Inc.
	United States	7401087	07/15/2008	Issued	Aptean, Inc.
Automatic Configuration Generation	United States	6158001	12/05/2000	Issued	Aptean, Inc.
Determining a Current Machine State of Software	United States	6442684	08/27/2002	Issued	Aptean, Inc.
Software Vault	United States	6163859	12/19/2000	Issued	Aptean, Inc.
	United States	7010693	03/07/2006	Issued	Aptean, Inc.
System And Method For Automatically Categorizing And Characterizing Data Derived From A Computer-Based System	United States	6266788	07/24/2001	Issued	Aptean, Inc.
System And Method For Determining Computer Application State	United States	5996073	11/30/1999	Issued	Aptean, Inc.
System And Method For Measuring The Quality Of Information Retrieval	United States	7376620	05/20/2008	Issued	Aptean, Inc.
System And Method For Providing An Intelligent, Multi-Step Dialog With A User	United States	7539656	05/26/2009	Issued	Aptean, Inc.
	United States	7337158	02/26/2008	Issued	Aptean, Inc.
System And Method For Automatically Classifying Text	United States	7028250	04/11/2006	Issued	Aptean, Inc.
Content Provider Systems And Methods Using Structured Data	United States	6980984	12/27/2005	Issued	Aptean, Inc.
System And Method For Representing And Retrieving Knowledge In An Adaptive Cognitive Network	United States	5787234	07/28/1998	Issued	Aptean, Inc.
System And Method For The Composition, Generation, Integration And Execution Of Business Processes Over A Network	United States	7610575	10/27/2009	Issued	Aptean, Inc.
Text Search Ordered Along One or More Dimensions	United States	7206778	04/17/2007	Issued	Aptean, Inc.
Unified Database and Text Retrieval System	United States	6681222	01/20/2004	Issued	Aptean, Inc.



PATENT TITLE	COUNTRY	PATENT/ APPLICATION/ PUBLICATION NUMBER	FILING / ISSUE DATE	STATUS	REGISTRANT
Systems and Methods for Producing Documentary Credit and Conforming Shipping Documents	United States	7548881	06/16/2009	Issued	Aptean, Inc.
Systems and Methods to Support Approval to Settle an International Trade from a Credit Facility, such as a Line of Credit or a Demand Deposit Account	United States	7406440	07/29/2008	Issued	Aptean, Inc.
Method and System for Automatically Detecting that International Shipment Movement has Satisfied a Threshold Condition	United States	7567912	07/28/2009	Issued	Aptean, Inc.
System and Method for Processing Data Relating to Conditions in a Manufacturing Process	United States	6862486	03/01/2005	Issued	Activplant Corporation (Canada)
System and Method of Monitoring and Quantifying Performance of an Automated Manufacturing Facility	United States	7379782	05/27/2008	Issued	Activplant Corporation (Canada)
Systems and Methods for Executing Business Processes Over a Network	United States	13/953299	07/29/2013	Pending	Aptean, Inc.