

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2757788

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYNCSORT INCORPORATED	03/03/2014
RECEIVING PARTY DATA	
Name:	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT
Street Address:	551 MADISON AVENUE, 6TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8255651
Patent Number:	8271504
Application Number:	13587075
Application Number:	13689224
Application Number:	13426247
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
Phone:	312-863-7198
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	NANCY BROUGHER, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 EAST MONROE STREET, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6483.012

NAME OF SUBMITTER:	NANCY BROUGHER
Signature:	/njb/
Date:	03/07/2014
Total Attachments: 7 source=Syncsort Patent Security Agreement#page1.tif source=Syncsort Patent Security Agreement#page2.tif source=Syncsort Patent Security Agreement#page3.tif source=Syncsort Patent Security Agreement#page4.tif source=Syncsort Patent Security Agreement#page5.tif source=Syncsort Patent Security Agreement#page6.tif source=Syncsort Patent Security Agreement#page7.tif	

AMENDED AND RESTATED PATENT SECURITY AGREEMENT

AMENDED AND RESTATED PATENT SECURITY AGREEMENT ("Agreement"), dated as of March 3, 2014, by and between SYNCSORT INCORPORATED, a New Jersey corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Patents of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants (and reaffirms its prior grant to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Original Patent Security Agreement) to Administrative Agent, for the benefit of the Secured Parties, a continuing priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Patents, including, without limitation, the issued Patents and applications set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patents and related 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.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

5. AMENDMENT AND RESTATEMENT. This Agreement amends and restates in its entirety that certain Patent Security Agreement dated July 13, 2010 between the Grantor and Administrative Agent (the "Original Patent Security Agreement"). Grantor hereby affirms the validity and enforceability of the security interests, obligations and liabilities granted or arising under the Original Patent Security Agreement, which security interests, obligations and liabilities remain continuous and shall be governed by the terms of this Agreement from and following the date hereof. The execution and delivery of this Agreement shall not constitute a novation or repayment of the obligations under the Original Patent Security Agreement, as modified herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNCSORT INCORPORATED

By: 

Name:

STEPHAN R. LOYKA

Title:

CTO

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNCSORT INCORPORATED

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By:  _____

Name: _____

Title: _____

Schedule A

Registered Patents

Jur.	Patent Number	Application Number	(English) Title	Filing Date	Issue Date
US	5519860	08335182	CENTRAL PROCESSOR INDEX SORT FOLLOWED BY DIRECT RECORD SORT AND WRITE BY AN INTELLIGENT CONTROL UNIT	11/7/1994	5/21/1996
US	6408314	09347929	IMPROVED METHOD OF PERFORMING A HIGH-PERFORMANCE SORT WHICH GAINS EFFICIENCY BY READING INPUT FILE BLOCKS SEQUENTIALLY	7/6/1999	6/18/2002
US	6415300	09347931	METHOD OF PERFORMING A HIGH-PERFORMANCE BACKUP WHICH GAINS EFFICIENCY BY READING INPUT FILE BLOCKS SEQUENTIALLY	7/6/1999	7/2/2002
US	7689623	10118662	METHOD FOR PERFORMING AN EXTERNAL (DISK-BASED) SORT OF A LARGE DATA FILE WHICH TAKES ADVANTAGE OF "PRESORTED" DATA ALREADY PRESENT IN THE INPUT	4/8/2002	3/30/2010
US	8346726	11993634	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	12/21/2007	1/1/2013
US	7937547	11993643	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	12/21/2007	5/3/2011
US	8161254	12349069	METHOD FOR CREATING CONSISTENT BACKUP IMAGE OF A STORAGE VOLUME WITHOUT REQUIRING A SNAPSHOT	1/6/2009	4/17/2012
US	8001134	12701231	METHOD FOR PERFORMING AN EXTERNAL (DISK-BASED) SORT OF A LARGE DATA FILE WHICH TAKES ADVANTAGE OF "PRESORTED" DATA ALREADY PRESENT IN THE INPUT	2/5/2010	8/16/2011
US		12753626	METHODS FOR MIGRATING DATA IN A SERVER THAT REMAINS SUBSTANTIALLY AVAILABLE FOR USE DURING SUCH MIGRATION	4/2/2010	
US	8255651	13070667	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	3/24/2011	8/28/2012
US	8271504		METHOD FOR PERFORMING AN EXTERNAL (DISK-BASED) SORT OF A LARGE DATA FILE WHICH TAKES ADVANTAGE OF	07/08/11	

PATENT

REEL: 032401 FRAME: 0662

Jur.	Patent Number	Application Number	(English) Title	Filing Date	Issue Date
			"PRESORTED" DATA ALREADY PRESENT IN THE INPUT		
US		13587075	METHOD FOR PERFORMING AN EXTERNAL (DISK-BASED) SORT OF A LARGE DATA FILE WHICH TAKES ADVANTAGE OF "PRESORTED" DATA ALREADY PRESENT IN THE INPUT	08/16/12	
US		13689224	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	11/29/2012	
US		13426247	INTELLIGENT STORAGE CONTROLLER	3/21/2012	
AU		2006262045	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	6/23/2006	
AU		2006262046	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	6/23/2006	
CA		2613359	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	6/23/2006	
CA		2613419	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	6/23/2006	
CN		200680030218.5	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	6/23/2006	
CN		200680030248.6	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	6/23/2006	
EP		6785435.6	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	6/23/2006	
EP		6785436.4	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	6/23/2006	
HK		10100035.1	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	1/5/2010	
IN		10087/DELNP/2007	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	6/23/2006	
IN		pending	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	6/23/2006	
INT		PCT/US2006/024479	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	6/23/2006	

Jur.	Patent Number	Application Number	(English) Title	Filing Date	Issue Date
INT		PCT/US2006024478	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	6/23/2006	
JP		2008518430	SYSTEM AND METHOD FOR HIGH PERFORMANCE ENTERPRISE DATA PROTECTION	6/23/2006	
JP		2008518431	SYSTEM AND METHOD FOR VIRTUALIZING BACKUP IMAGES	6/23/2006	