## 502719243 03/13/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2765847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
CLEARPATH, INC.	01/28/2014

### **RECEIVING PARTY DATA**

Name:	FF SILVER VENTURE CAPITAL FUND, LP	
Street Address:	66 HUDSON STREET	
Internal Address:	SUITE 201	
City:	HOBOKEN	
State/Country:	NEW JERSEY	
Postal Code:	07030	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Application Number:	13507680	
Patent Number:	8244659	

### CORRESPONDENCE DATA

**Fax Number:** (302)636-5454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

 Phone:
 202-408-3121 X62348

 Email:
 jpaterso@cscinfo.com

Correspondent Name: CORPORATION SERVICE COMPANY
Address Line 1: 1090 VERMONT AVENUE NW, SUITE 430

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	050070
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	03/13/2014

### **Total Attachments: 4**

source=3-12-14 Clearpath-PT#page1.tif

source=3-12-14 Clearpath-PT#page2.tif

source=3-12-14 Clearpath-PT#page3.tif

source=3-12-14 Clearpath-PT#page4.tif

PATENT REEL: 032423 FRAME: 0020

502719243

### PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of January 28, 2014, is made by ClearPath, Inc., a Delaware corporation ("Grantor"), in favor of ff Silver Venture Capital Fund, LP, a Delaware limited partnership, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the "Collateral Agent").

#### WITNESSETH

WHEREAS, the Grantor is party to a Security Agreement dated as of January 28, 2014 (the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Lenders, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement; and

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Lenders a security interest in, among other property, the Patent Collateral (as defined below), and has agreed to execute and deliver this Patent Security Agreement so that the Collateral Agent, for the benefit of the Lenders, may record this Patent Security Agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Lenders, to enter into the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

- 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.
- 2. Grant of Security Interest in Patent Collateral. Subject to the terms and conditions of the Security Agreement, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:
  - a. The Intellectual Property, including without limitation the patents and patent applications set forth on Schedule 1, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Patent Collateral").
- Recordation. Grantor authorizes the Commissioner for Patents and Trademarks and any other government officials to record and register this Patent Security Agreement upon request by the Collateral Agent.

PATENT REEL: 032423 FRAME: 0021

- 4. The 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 Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.
- 5. Termination. Upon the termination of the Security Interest in accordance with Section 8.2 of the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the Patents.
- 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.
- 7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided that Grantor may not assign or otherwise transfer any of its rights or obligations under this Trademark Security Agreement without the prior written consent of the Collateral Agent.
- Governing Law. This Patent Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflicts of law rules.

[SIGNATURE PAGE FOLLOWS]

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

ClearPath, Inc.

By:

Name:

Fresident 7 CEO Title:

Address for Notices: 1101 Brickell Are South Taver, 8th Floor Miami, #4, 33131

AGREED TO AND ACCEPTED:

Collateral Agent

ff Silver Venture Capital Fund, LP

L. Felice Gororo

by: ff Silver Venture Capital Fund General Partner, LLC, general partner of ff Silver Venture Capital Fund, LP

By:

Name:

Title:

Address for Notices:

66 Hudson Street, Scite 201 Hoboken, NJ 07030

# SCHEDULE 1

# PATENTS AND PATENT APPLICATIONS

Registration Number	Title	Publication Date
Publication No.: 20120290524	Immigration application management, apparatus, systems, and methods	November 15, 2012
Application No.: 13/507680		
Note: This patent application is pending.		
Patent No.: 8,244,659	Immigration application management apparatus, systems, and methods	August 14, 2012
International Applications filed in Canada and India PCT/2009/003573		International filing date: 6/13/09
Canada Patent Application No.: CA 2724889	IMMIGRATION APPLICATION MANAGEMENT, APPARATUS, SYSTEMS, AND METHODS	National Entry: 2010-11-18
India Application Ser. No.: 2659/MUMNP/2010	Immigration application management, apparatus, systems, and methods	Filed: 12/10/10
Publication No.: 48/2011		

PATENT REEL: 032423 FRAME: 0024

**RECORDED: 03/13/2014**