# 502791104 05/01/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2837700

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
BOMGAR CORPORATION	05/01/2014

## **RECEIVING PARTY DATA**

Name:	GOLUB CAPITAL LLC, AS AGENT
Street Address:	150 SOUTH WACKER DRIVE, SUITE 800
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

## **PROPERTY NUMBERS Total: 9**

Property Type	Number
Patent Number:	8589489
Application Number:	11748871
Application Number:	12058165
Application Number:	12755347
Application Number:	12755350
Application Number:	13649774
Application Number:	13737776
Application Number:	13860259
Application Number:	13965496

## **CORRESPONDENCE DATA**

**Fax Number:** (312)902-1061

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

US Mail.

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Correspondent Name: OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN

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ATTORNEY DOCKET NUMBER:	337968-115
NAME OF SUBMITTER:	OSCAR RUIZ
SIGNATURE:	/Oscar Ruiz/
	PAIENI

502791104 REEL: 032798 FRAME: 0570

DATE SIGNED:	05/01/2014		
Total Attachments: 4			
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 1, 2014, is made by Bomgar Corporation, a Mississippi corporation (the "Grantor"), in favor of Golub Capital LLC, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 14, 2014 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), by and among Bomgar Corporation, a Mississippi corporation ("Borrower"), Brave Intermediate Corporation, a Delaware corporation ("Holdings"), the other Credit Parties party thereto, Agent, and the Lenders from time to time parties thereto, (i) the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein and (ii) the Grantor has agreed, pursuant to the Credit Agreement, to guarantee the Secured Obligations (as defined in the Security Agreement referenced below); and

WHEREAS, the Grantor is party to a Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Security Agreement.
- Section 2. <u>Grant of Security Interest in Patent Collateral</u>. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Parties, and grants to Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "<u>Patent Collateral</u>"):
  - (a) all of its Patents included in the Collateral, including, without limitation, those Patent applications and registrations with the United States Patent and Trademark Office referred to on <u>Schedule 1</u> hereto;
  - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
  - (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

PATENT REEL: 032798 FRAME: 0572 rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

- Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of 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.
- Section 4. <u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and Patent Licenses subject to a security interest hereunder.
- Section 5. <u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. <u>Governing Law</u>. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

BOMGAR CORPORATION, as Grantor

By:

Name: J. Michael Morgan

Title: President

Patent Security Agreement

# SCHEDULE I TO PATENT SECURITY AGREEMENT

# Patent Registrations

Description	Application No.	Application Date	Patent No.	Registration Date
Method and system for	11764691	6/18/07	8589489	11/19/13
providing secure remote access				
and control				

# Patent Applications

Description	Application No.	Application Date
Network apparatus for secure remote access and control	11748871	5/15/07
Method and apparatus for extending remote network visibility of the push functionality	12058165	3/28/08
Method and apparatus for providing vendor remote support and management	12755347	4/6/10
Method and apparatus for securely providing access and elevated rights for remote support	12755350	4/6/10
Method and apparatus for extending remote network visibility of the push functionality	13649774	10/11/12
Method and apparatus for providing extended availability of representatives for remote support and management	13737776	1/9/13
Network Apparatus For Secure Remote Access and Control	13860259	4/10/13
Method and System for Providing Secure Remote Access and Control	13965496	8/13/13

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**RECORDED: 05/01/2014**