

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2901865

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT (FIRST LIEN)
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Execution Date
CAROLINA COUPON CLEARING, INC.	01/27/2014
CAROLINA LOGISTICS SERVICES, L.L.C.	01/27/2014
INMAR DIGITAL PROMOTIONS NETWORK, INC.	01/27/2014
INMAR, INC.	01/27/2014
STRATAPULT, INC.	01/27/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	11 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010

**PROPERTY NUMBERS Total: 19**

Property Type	Number
Patent Number:	8457992
Patent Number:	7958008
Application Number:	13908753
Application Number:	12651179
Application Number:	12533589
Application Number:	12842790
Application Number:	13034382
Application Number:	12760383
Application Number:	13034334
Application Number:	13152592
Application Number:	13597714
Application Number:	13630989
Application Number:	13800345
Application Number:	12783762
Application Number:	12783666

**PATENT**

Property Type	Number
Application Number:	13754115
Application Number:	13829055
Application Number:	13834377
Application Number:	13857865

**CORRESPONDENCE DATA**

**Fax Number:** (800)494-7512

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** JOANNA MCCALL

**Address Line 1:** 1025 VERMONT AVE NW, SUITE 1130

**Address Line 2:** NATIONAL CORPORATE RESEARCH, LTD.

**Address Line 4:** WASHINGTON, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F150338
<b>NAME OF SUBMITTER:</b>	RICK HARRISON
<b>SIGNATURE:</b>	/Rick Harrison/
<b>DATE SIGNED:</b>	06/17/2014

**Total Attachments: 11**

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- source=#86049276v1 - (First Lien Patent Security sent for filing)#page4.tif
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of January 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Credit Suisse AG, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

**WHEREAS**, the Grantors are party to a **First Lien Security Agreement**, dated as of January 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

**SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST**

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"); provided, that the Patent Collateral shall not include any Excluded Assets:

- (i) (a) all letters patent of the United States or any other jurisdiction, all registrations and recordings thereof, and all applications for letters patent of the United States or any other jurisdiction, including registrations, recordings and pending applications in the United States Patent and Trademark Office ("**USPTO**"), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement or other violation thereof,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE USPTO RECORD THIS AGREEMENT.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

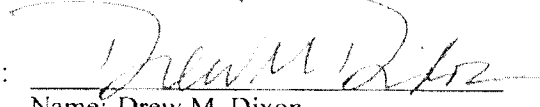
### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this FIRST LIEN PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

CAROLINA COUPON CLEARING, INC.

By: 

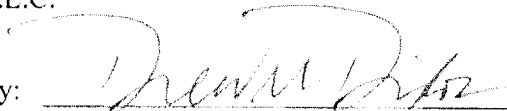
Name: Drew M. Dixon

Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

**PATENT**  
**REEL: 033188 FRAME: 0408**

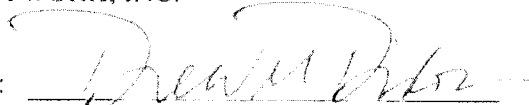
CAROLINA LOGISTICS SERVICES,  
L.L.C.

By:   
Name: Drew M. Dixon  
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

**PATENT**  
**REEL: 033188 FRAME: 0409**

INMAR DIGITAL PROMOTIONS  
NETWORK, INC.

By:   
Name: Drew M. Dixon  
Title: Chief Financial Officer

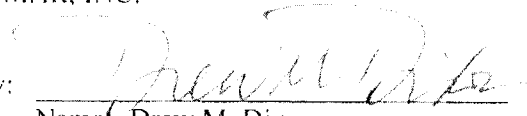
[Signature Page to First Lien Patent Security Agreement]

**PATENT**  
**REEL: 033188 FRAME: 0410**



INMAR, INC.

By:



Name: Drew M. Dixon

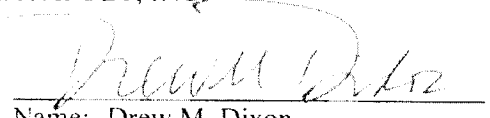
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

**PATENT**  
**REEL: 033188 FRAME: 0411**

STRATAPULT, INC.

By:

A handwritten signature in cursive script, appearing to read "Drew M. Dixon", is written over a horizontal line.


Name: Drew M. Dixon

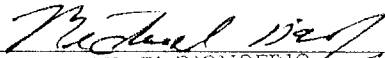
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

**PATENT**  
**REEL: 033188 FRAME: 0412**

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Administrative  
Agent

By:   
Name: JUDITH SMITH  
Title: AUTHORIZED SIGNATORY

By:   
Name: MICHAEL D'ONOFRIO  
Title: AUTHORIZED SIGNATORY

[Signature Page to First Lien Patent Security Agreement]

**PATENT**  
**REEL: 033188 FRAME: 0413**

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

<b>Issued Patents</b>		
<u>Assignee</u>	<u>U.S. Patent No.</u>	<u>Title</u>
Inmar, Inc.	8,457,992	System, Method and Computer Program Product for Determining Compliance with Contracted Pharmacy Reimbursement Rates
Inmar, Inc.	7,958,008	Providing Customized Media at Physical Point of Sale

<b>Patent Applications</b>		
<u>Assignee</u>	<u>U.S. Patent Application No.</u>	<u>Title</u>
Carolina Coupon Clearing, Inc.	13/908753	System, Methods and Computer Program Products for Determining Compliance with Contracted Pharmacy Reimbursement Rates
Carolina Logistics Services, L.L.C.	12/651,179	System and Method for Threshold Billing of Returned Goods
Carolina Logistics Services, L.L.C.	12/533,589	System and Method for Storing and Displaying Returned Goods Information
Inmar, Inc.	12/842,790	Computer Based System and Method for Processing Return Authorization Requests
Inmar Digital Promotions Network, Inc.	13/034,382	System, Method and Computer Program Product for Processing Electronic Promotional Offers
Stratapult, Inc.	12/760,383	System, Method and Computer Program Product for Time Sharing Access Control to Data
Inmar Digital Promotions Network, Inc.	13/034,334	System, Method and Computer Program Product for Validating Redeemed Electronic Promotional Offers
Carolina Coupon Clearing, Inc.	13/152,592	System, Method and Computer Program Product for Controlling Access to Protected Personal Information
Inmar Digital Promotions Network, Inc.	13/597,714	System, Method and Computer Program Product for Redeeming an Electronic Promotional Offer Requiring Multiple Purchases
Inmar, Inc.	13/630989	Paper Coupon Fraud Detection
Carolina Logistics Services, L.L.C.	13/800345	System and Method and Computer Readable Medium for Threshold Billing for Returned Goods

<b>Patent Applications</b>		
Inmar Digital Promotions Network, Inc.	12/783,762	Message Broker for Redemption of Digital Incentives
Inmar Digital Promotions Network, Inc.	12/783,666	Digital Incentives Issuance, Redemption and Reimbursement
Stratapult, Inc.	13/754115	System, Method and Computer Program Product for Generating Chronologically Ordered Globally Unique Identifiers
Carolina Logistics Services, L.L.C.	13/829055	Computer Implemented System and Method and Computer Program Product for Processing Hazardous Waste Product Information
Inmar Digital Promotions Network, Inc.	13/834377	System, Method and Computer Program Product for Providing a Customized Electronic Promotional Offer
Inmar Digital Promotions Network, Inc.	13/857865	Real-Time Transaction Data Processing and Reporting Platform