

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2958051

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPARTA SYSTEMS, INC.	07/28/2014
RECEIVING PARTY DATA		
Name:	GCI CAPITAL MARKETS LLC, AS COLLATERAL AGENT	
Street Address:	150 S. WACKER DRIVE	
Internal Address:	STE. 800	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 12		
Property Type	Number	
Patent Number:	7216132	
Patent Number:	7266764	
Patent Number:	7076727	
Patent Number:	7925527	
Patent Number:	7409398	
Patent Number:	7703021	
Patent Number:	7257705	
Patent Number:	7516161	
Patent Number:	7627581	
Application Number:	61883540	
Application Number:	61971736	
Application Number:	14036716	
CORRESPONDENCE DATA		
Fax Number:	(617)526-9899	
<i>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.</i>		
Phone:	6175269628	
Email:	cslattery@proskauer.com	
Correspondent Name:	CHRISTINE SLATTERY	
Address Line 1:	PROSKAUER ROSE LLP	

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Address Line 2:	ONE INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/080
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NAME OF SUBMITTER:	CHRISTINE SLATTERY
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	07/29/2014
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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “**Agreement**”), effective as of July 28, 2014 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GCI CAPITAL MARKETS LLC, a Delaware limited liability company (“**Golub**”), located at 150 S. Wacker Dr., Ste. 800, Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of July 28, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among PROJECT SILVERBACK HOLDINGS CORP., a Delaware corporation (“**Parent**”), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, PROJECT SILVERBACK MERGER CORP., a Delaware corporation and wholly-owned subsidiary of Parent (the “**Merger Sub**”), SPARTA HOLDING CORPORATION, a Delaware corporation, as successor to Merger Sub by operation of law (“**Sparta**”), SPARTA SYSTEMS, INC., a New Jersey corporation (“**Sparta Systems**”; and, together with Merger Sub and Sparta, the “**Borrowers**”, and each a “**Borrower**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto (collectively, the "***Patent Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SPARTA SYSTEMS, INC.,
a New Jersey corporation,
as a Grantor

By: Eileen Martinson
Name: Eileen Martinson
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Patent Rights]

PATENT
REEL: 033430 FRAME: 0787

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Collateral Agent

By: GC Advisors LLC, its sole member

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Grant of Security Interest in Patent Rights]

SCHEDULE A

Patents Issued

Owner	US Patent No.	Title	Issue Date	Assignment Recorded
Sparta Systems, Inc.	7,216,132	System and method for automated process control	8-May-07	012102/0019
Sparta Systems, Inc.	7,266,764	Graphical user interface for automated process control	4-Sep-07	012446/0854
Sparta Systems, Inc.	7,076,727	Configuring activities to perform operations on user-defined fields	11-Jul-06	012401/0447
Sparta Systems, Inc.	7,925,527	Process control system utilizing a database system to monitor a project's progress and enforce a workflow of activities within the project	12-Apr-11	012777/0416
Sparta Systems, Inc.	7,409,398	Techniques for providing audit trails of configuration changes	5-Aug-08	014087/0145
Sparta Systems, Inc.	7,703,021	Defining user access in highly-configurable systems	20-Apr-10	014112/0280
Sparta Systems, Inc.	7,257,705	Method for preserving changes made during a migration of a system's configuration to a second configuration	14-Aug-07	017918/0401
Sparta Systems, Inc.	7,516,161	Administrative triggers	7-Apr-09	015749/0818
Sparta Systems, Inc.	7,627,581	System and method for automated process control	1-Dec-09	012102/0019

Patents Pending

Title		Filing date	US Application No.
System for optimizing business processes, efficiency, and risk management		September 27, 2013	61/883,540
Systems and methods for common exchange of quality data between disparate systems		March 28, 2014	61/971,736
Systems and Methods of Supplier Quality Management		September 25, 2013	14/036,716