

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2962155

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARXAN TECHNOLOGIES, INC.	07/30/2014
RECEIVING PARTY DATA	
Name:	BABSON CAPITAL FINANCE LLC, AS AGENT
Street Address:	30 S. WACKER
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6941463
Patent Number:	6957341
Patent Number:	7287166
Patent Number:	7757097
Patent Number:	7707433
Patent Number:	7853018
Patent Number:	8510571
Application Number:	13591640
Application Number:	13965727
Application Number:	13964913
CORRESPONDENCE DATA	
Fax Number:	(312)558-5700
<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:	312 558-6352
Email:	lkonrath@winston.com
Correspondent Name:	LAURA KONRATH
Address Line 1:	35 W WACKER DRIVE
Address Line 2:	WINSTON & STRAWN LLP, SUITE 4200
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	14044-25

PATENT

NAME OF SUBMITTER:	LAURA KONRATH
SIGNATURE:	/Laura Konrath/
DATE SIGNED:	07/31/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=ArxanPatentSecurityAgreement#page1.tif source=ArxanPatentSecurityAgreement#page2.tif source=ArxanPatentSecurityAgreement#page3.tif source=ArxanPatentSecurityAgreement#page4.tif source=ArxanPatentSecurityAgreement#page5.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of July 30, 2014, is made by Arxan Technologies, Inc., a Delaware corporation ("Grantor"), in favor of Babson Capital Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of July 30, 2014, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all Patent Licenses, including, without limitation, those referred to on Schedule 1 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 rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by 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 Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security 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 Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

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

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

ARXAN TECHNOLOGIES, INC., as Grantor

By: 

Name: Warren Barratt

Title: Chief Financial Officer

BABSON CAPITAL FINANCE LLC,
as Administrative Agent

By: Babson Capital Management, LLC
Its: Manager

By: B. C. Baldwin
Name: Brian C. Baldwin
Title: Managing Director

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

<u>Grantor</u>	<u>Patent Registration Number</u>	<u>Registration Date</u>	<u>Patent Application Number</u>	<u>Application Date</u>
Arxan Technologies, Inc.	6,941,463	9/6/2005	App. No. 09/312,230	5/14/1999
Arxan Technologies, Inc.	6,957,341	10/18/2005	App. No. 10/100,682	3/18/2002
Arxan Technologies, Inc.	7,287,166	10/23/2007	App. No. 10/620,534	7/16/2003
Arxan Technologies, Inc.	7,757,097	7/13/2010	App. No. 11/190,475	7/27/2005
Arxan Technologies, Inc.	7,707,433	4/27/2010	App. No. 11/252,049	10/17/2005
Arxan Technologies, Inc.	7,853,018	12/14/2010	App. No. 11/558,765	11/10/2006
Arxan Technologies, Inc.	8,510,571	8/13/2013	App. No. 10/809,155	3/24/2004

2. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent Registration Number</u>	<u>Registration Date</u>	<u>Patent Application Number</u>	<u>Application Date</u>
Arxan Technologies, Inc.	-	-	App. No. 13/591,640	8/22/2012
Arxan Technologies, Inc.	-	-	App. No. 13/965,727	8/13/2013
Arxan Technologies, Inc.	-	-	App. No. 13/964,913	8/12/2013

3. PATENT LICENSES

None.