

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3167577

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SD INTERMEDIATE INC.	12/31/2014
SIRSI CORPORATION	12/31/2014
SIRSIDYNIX EOS, LLC	12/31/2014
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2450 COLORADO AVENUE
Internal Address:	SUITE 3000 WEST
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8504536
Patent Number:	8682796
Patent Number:	7397906
Application Number:	13271950
Application Number:	13275939
Application Number:	13790331
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	202-370-4750
Email:	ipteam@nationalcorp.com
Correspondent Name:	DWAYNE C. HOUSTON
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Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F153313
NAME OF SUBMITTER:	TERESA L. MCNALLY

PATENT

SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	12/31/2014
Total Attachments: 6 source=Sirsi - Patent Cover Sheet and Patent Security Agreement#page2.tif source=Sirsi - Patent Cover Sheet and Patent Security Agreement#page3.tif source=Sirsi - Patent Cover Sheet and Patent Security Agreement#page4.tif source=Sirsi - Patent Cover Sheet and Patent Security Agreement#page5.tif source=Sirsi - Patent Cover Sheet and Patent Security Agreement#page6.tif source=Sirsi - Patent Cover Sheet and Patent Security Agreement#page7.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement") is made this 31st day of December, 2014, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **SD INTERMEDIATE INC.**, a Delaware corporation ("Parent"), **SIRSI CORPORATION**, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 31, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

- (a) all of its issued and pending Patents including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, including the right to receive damages.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SD INTERMEDIATE INC.,
a Delaware corporation

By: _____

Jermaine Warren
Vice President

SIRSI CORPORATION,
a Delaware corporation

By: _____

William Charles Davison Jr.
President

SIRSIDYNIX EOS, LLC,
a Delaware limited liability company

By: _____

Jermaine Warren
Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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a Delaware limited liability company


By: _____
Jermaine Warren
Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
David R. Brooks
Its Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Case Ref	Title	Application No.	Application Date	Patent No.	Issue Date	Country	Record Owner
17553.104	Normalizing Metadata Between Library Content Providers	13/249867	9/30/2011	8504536	8/6/2013	USA	Sirsi Corporation
17553.109	Digital Resource Acquisition	13/592583	8/23/2012	8682796	3/25/2014	USA	Sirsi Corporation
17553.105	Library Resource Acquisition	13/271950	10/12/2011	Pending		USA	Sirsi Corporation
17553.106	Library Intelligence Gathering and Reporting	13/275939	10/18/2011	Pending		USA	Sirsi Corporation
17553.115	Library Resource Availability in Search Engine Results	13/790331	3/8/2013	Pending		USA	Sirsi Corporation
	Electronic document management system and method	10/653374	9/2/2003	7397906	7/8/2008	USA	Docutek Information Systems Inc. (acquired by Sirsi Corporation from Docutek Information Systems Inc.)