

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3168410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NINTEX PTY LTD	01/02/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SILICON VALLEY BANK	
<b>Street Address:</b>	8020 TOWERS CRESCENT DRIVE	
<b>Internal Address:</b>	SUITE 475	
<b>City:</b>	VIENNA	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	22182	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	13403911
	<b>Application Number:</b>	13587741
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	202-370-4750	
<b>Email:</b>	ipteam@nationalcorp.com	
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<b>Address Line 1:</b>	1025 VERMONT AVENUE NW, SUITE 1130	
<b>Address Line 2:</b>	NATIONAL CORPORATE RESEARCH, LTD.	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005	
<b>ATTORNEY DOCKET NUMBER:</b>	F153324	
<b>NAME OF SUBMITTER:</b>	LISA A. COBBETT	
<b>SIGNATURE:</b>	/Lisa A. Cobbett/	
<b>DATE SIGNED:</b>	01/02/2015	
<b>Total Attachments: 6</b>		
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## **RATIFICATION AND AMENDMENT TO PATENT SECURITY AGREEMENT**

This **RATIFICATION AND AMENDMENT TO PATENT SECURITY AGREEMENT**, dated as of January 2, 2015 (this "**Amendment**"), is delivered pursuant to Section 2 of that certain Patent Security Agreement, dated as of April 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Patent Security Agreement**"), among **NINTEX PTY LTD** (ACN 129 119 731), a proprietary limited company organized under the laws of Australia (the "**Existing Grantor**"), and **SILICON VALLEY BANK**, (the "**Assignee**") as (i) collateral agent pursuant to that certain General Security Deed dated as of June 11, 2013, among the Assignee, the Existing Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and (ii) administrative agent pursuant to that certain Credit Agreement, dated as of April 9, 2014, by, among others, certain of the Grantors' affiliates, Assignee and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Patent Security Agreement or, if not defined therein, the Credit Agreement.

**WHEREAS**, the Existing Grantor and Assignee are parties to the Patent Security Agreement, as recorded with the United States Patent and Trademark Office on June 10, 2014 at Reel 033063, Frame 0749.

**WHEREAS**, in connection with the corporate reorganization of the Loan Parties and their Subsidiaries to be consummated on or about January 2, 2015, the Patents (as defined in the Patent Security Agreement and in existence on the date hereof) have been sold and transferred to **NINTEX UK LIMITED**, a private limited company incorporated in England and Wales with company number 08057414 (the "**New Grantor**", and together with the Existing Grantor, individually a "**Grantor**" and collectively, jointly, and severally the "**Grantors**"), subject to the lien and security interest granted to Assignee pursuant to the Patent Security Agreement.

**WHEREAS**, the New Grantor wishes to confirm that the Patents (as defined in the Patent Security Agreement and in existence on the date hereof) shall remain subject to the lien and security interest granted to Assignee pursuant to the Patent Security Agreement and to confirm that the New Grantor hereby assumes all obligations of Existing Grantor thereunder.

**WHEREAS**, the Grantors and Assignee wish to amend the Patent Security Agreement by (i) joining the New Grantor, and (ii) amending Schedule A to the Patent Security Agreement to add the Patents appearing on Schedule A hereto, and Grantors and Assignee have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Patent Security Agreement as follows:

1. Amendment to Exhibit A. Schedule A to the Patent Security Agreement is hereby amended by adding thereto, the Patents set forth on Schedule A, annexed hereto and incorporated herein by reference.

2. Each Grantor, as applicable, hereby: (a) in the case of the Existing Grantor reaffirms all prior grants of security interests in favor of Assignee in all of such Grantor's right, title, and interest in, to, and under the Patents identified on Schedule A to the Patent Security Agreement prior to the effectiveness of this Amendment; (b) in the case of the New Grantor assumes all obligations and liabilities of Existing Grantor under the Patent Security Agreement and unconditionally grants, assigns, and pledges to Assignee continuing security interests in all of such Grantor's right, title, and interest in, to, and under the

Patents identified on Schedule A attached hereto; and (c) agrees that the Patent Security Agreement as amended hereby is and shall remain in full force and effect.

3. Modifications. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Security Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon consent of such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to the Patent Security Agreement, as amended by this Amendment, to add any right, title or interest in any Patents owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Patents in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Security Agreement.

4. Recordation. Each Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by the Assignee.

5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

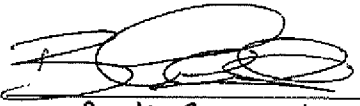
7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

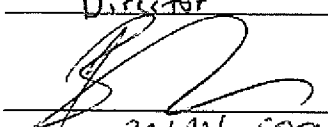
[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

NINTEX PTY LTD

By:   
Name: Brett Campbell  
Title: Director

By:   
Name: BRIAN COOK  
Title: CHAIRMAN

Address of each Grantor:

c/o Nintex UK Limited  
200 Clarendon Street, 56th Floor  
Boston, Massachusetts 02116  
Attention: Harry Taylor  
Facsimile No.: (617) 574-6728  
E-mail: htaylor@ta.com

with a copy to:

Nintex UK Limited  
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Attention: Harry Taylor  
Facsimile No.: (425) 458-0105  
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NINTEX UK LIMITED

By: 

Name: Brett Campbell

Title: Director

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E-mail: jeff.christianson@nintex.com

Signature Page to Ratification and Amendment to Patent Security Agreement

ASSIGNEE:

**SILICON VALLEY BANK**

By: 

Name: Dwayne Shuler

Title: Managing Director

Address of Assignee:

Silicon Valley Bank  
8020 Towers Crescent Drive, Suite 475  
Vienna, Virginia  
Attention: Dwayne Shuler  
E-mail: dshuler@svb.com

Signature Page to Ratification and Amendment to Patent Security Agreement

**PATENT**  
**REEL: 034719 FRAME: 0162**

**SCHEDULE A**

**United States Patents**

<b>Registration or Application No. (indicate if an application)</b>	<b>Registration or Application Date</b>	<b>Jurisdiction of Registration or Application</b>	<b>Brief Description of Patent</b>
13403911 (application)	February 23, 2012	United States	Apparatus and method for collecting form data across open and closed domains
13587741 (application)	August 16, 2012	United States	Apparatus and method for transforming web services into managed workflow actions