

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3245653

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HOST ANALYTICS, INC.	02/27/2015
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL, LLC
Street Address:	150 SOUTH WACKER DRIVE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	12466307
Application Number:	13758730
Application Number:	62058330
CORRESPONDENCE DATA	
Fax Number:	(212)355-3333
<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:	2128138800
Email:	NPalumbo@goodwinprocter.com, JRuggirio@goodwinprocter.com, kbrazzetti@goodwinprocter.com
Correspondent Name:	NICHOLAS A. PALUMBO
Address Line 1:	620 EIGHTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10018
NAME OF SUBMITTER:	NICHOLAS A. PALUMBO
SIGNATURE:	/Nicholas A. Palumbo/
DATE SIGNED:	02/27/2015
Total Attachments: 4	
source=Patent Security Agreement#page1.tif	
source=Patent Security Agreement#page2.tif	
source=Patent Security Agreement#page3.tif	
source=Patent Security Agreement#page4.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is made this 27th day of February, 2015, among the Grantor listed on the signature page hereof (together with its successors, the “**Grantor**”), and GOLUB CAPITAL LLC, in its capacity as agent for the Secured Parties (together with its successors, the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of February 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Host Analytics, Inc., a Delaware corporation (the “**Borrower**”), the other Loan Parties (as defined therein) party thereto from time to time, the lenders from time to time party hereto (the “**Lenders**”) and the Agent, the Lenders are willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens) in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

(a) all of its patents and patent licenses to which it is a party including those referred to on Schedule I hereto;

(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 the Grantor against third parties for past, present or future infringement of any patent or right to receive license fees, royalties, and other compensation under any patent license.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the 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 Obligations and would be owed by the Grantor to the Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted

hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any division, continuation, continuation-in-part, reissue, or reexamination of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new patent rights. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of the 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 the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

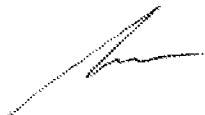
6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOST ANALYTICS, INC.



By: _____

Name: Ian Charles

Title: Chief Financial Officer

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENTS

Host Analytics, Inc. – Patents (Registered)

None.

Host Analytics, Inc. - Patents (Pending)

PATENT TITLE	APPLICATION NUMBER	FILING DATE	SECURITY ASSIGNMENT STATUS / ASSIGNEE	COMMENTS
SYSTEM AND METHOD FOR SIMULATING DISCRETE FINANCIAL FORECAST CALCULATIONS	12466307	05/14/2009	Host Analytics	Publication Date: 11/18/2010
METHODS AND SYSTEMS FOR CORPORATE PERFORMANCE MANAGEMENT	13758730	02/04/2013	Host Analytics, Inc.	Publication Date: 04/17/2014
SELF-SERVICE MODEL DESIGNER FOR FEDERATED FINANCIAL PLANNING AND ANALYSIS	62058330	10/01/2014	Host Analytics, Inc.	