

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3377863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TROUX TECHNOLOGIES INC.	06/01/2015
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	ONE BOSTON PLACE
Internal Address:	18TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7698683
Patent Number:	7558790
Patent Number:	7523128
Patent Number:	8789011
Patent Number:	7890545
Patent Number:	8234223
Patent Number:	7664712
Patent Number:	8214877
Patent Number:	7822710
Patent Number:	8027956
Patent Number:	8635592
Application Number:	13796132
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<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:	212-756-2132
Email:	scott.kareff@srz.com
Correspondent Name:	S. KAREFF C/O SCHULTE ROTH & ZABEL LLP
Address Line 1:	919 THIRD AVENUE

PATENT

Address Line 2:	22ND FLOOR
Address Line 4:	NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983-0191
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NAME OF SUBMITTER:	SCOTT KAREFF (025983-0191)
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SIGNATURE:	/kc for sk/
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DATE SIGNED:	06/02/2015
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Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 1st day of June, 2015, 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 ("Wells Fargo"), 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 Amended and Restated Credit Agreement, dated as of June 30, 2014, as amended by the First Amendment to Amended and Restated Credit Agreement, dated as of February 23, 2015, as amended by the Second Amendment to the Amended and Restated Credit Agreement dated as of June 1, 2015 (as amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent"), **PHNTM HOLDINGS, INC.**, a Delaware corporation ("Parent"), **PLANVIEW, INC.**, a Texas corporation ("Planview"), and certain Subsidiaries of Planview party thereto after the date thereof identified as the US Subsidiaries (such US Subsidiaries, together with Planview, are referred to hereinafter each individually as a "US Borrower", and individually and collectively, jointly and severally, as the "US Borrowers"), the Guarantors identified on the signature pages thereof, **PHNTM SWEDEN AB** (formerly known as **GOLDCUP 9913 AB**), a company duly incorporated under the laws of Sweden with a registration number of 556974-0375 ("Swedish Holdco"), and **PROJECTPLACE INTERNATIONAL AB**, a company duly incorporated under the laws of Sweden with a registration number of 556552-3692 ("Swedish Target"), and together with Swedish Holdco, each a "Swedish Borrower" and collectively, the "Swedish Borrowers", and together with the US Borrowers, each a "Borrower" and collectively, the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, a joinder to that certain Guaranty and Security Agreement, dated as of December 18, 2013 (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, the Grantor is 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*.

3. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender 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, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

- a. all of its Patents and Patent Intellectual Property Licenses to which it is a party 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 or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

4. 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 the Grantor, 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.

5. 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.

6. 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. The Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors’ obligations under this Section, 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.

7. 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.

8. 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*.

[SIGNATURE PAGE FOLLOWS]

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.

GRANTOR:

TROUX TECHNOLOGIES INC.,
a Delaware corporation

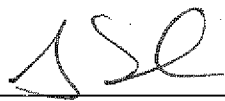
By: 

Name: Vic Chynoweth

Title: President

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____

Name: Sara Townsend

Its Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT
Patents

Jurisdiction	Application. No Filing Date	Title
U.S.	10/802,304 03/17/04 7,698,683 04/13/10	Adaptive System for Dynamic Object-Oriented Schemas
U.S.	10/803,133 03/17/04 7,558,790 07/07/09	Method and System for Querying an Applied Data Model
U.S.	10/802,178 03/17/04 7,523,128 04/21/09	Method and System for Discovering Relationships
U.S.	12/720,219 03/09/10 8,789,011 07/22/14	Method and System for a Generic Data Model
U.S.	11/095,323 03/31/05 7,890,545 02/15/11	Method and System for a Reference Model for an Enterprise Architecture
U.S.	11/117,039 04/28/05 8,234,223 07/31/12	Method and System for Calculating Cost of an Asset Using a Data Model
U.S.	11/198,649 08/05/05 7,664,712 02/16/10	Method and System for Impact Analysis Using a Data Model
U.S.	11/805,002 05/22/07 8,214,877 07/03/12	System and Method for the Implementation of Policies
U.S.	11/805,873 05/24/07 7,822,710 10/26/10	System and Method for Data Collection
U.S.	11/929,157 10/30/07 8,027,956 09/27/11	System And Method for Planning or Monitoring System Transformations
U.S.	13/022,778 02/08/11 8,635,592 01/21/14	Method and System for Tailoring Software Functionality

Jurisdiction	Application. No Filing Date	Title
U.S.	13/796,132 03/12/13 Pending: Response filed with PTO on 01/21/15	Method and System for Determination of Data Completeness for Analytic Data Calculations

Patent Licenses

None.

DOC ID - 22903651.3

RECORDED: 06/02/2015

PATENT
REEL: 035806 FRAME: 0294