

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3412121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
STERLING INFOSYSTEMS, INC.	06/19/2015
RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	127 PUBLIC SQUARE
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14073486
Patent Number:	7934098
CORRESPONDENCE DATA	
Fax Number:	(212)822-5178
<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>	
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Correspondent Name:	MILBANK, TWEED, HADLEY & MCCLOY, LLP
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Address Line 2:	C/O LAWRENCE KASS
Address Line 4:	NEW YORK, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	30045.77100
NAME OF SUBMITTER:	LAWRENCE KASS
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	06/24/2015
Total Attachments: 5	
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FIRST LIEN PATENT SECURITY AGREEMENT

First Lien Patent Security Agreement, dated as of June 19, 2015 by STERLING INFOSYSTEMS, INC. (“**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor:

- (a) registered Patents and Patents with respect to which applications for registration are pending of Grantor listed on Schedule I attached hereto;
- (b) income, fees, royalties, damages, claims and payments then or thereafter due and/or payable with respect to any of the foregoing including damages and payments for past, present or future infringements thereof; and
- (c) rights to sue for past, present or future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form

releasing the lien on and security interest in the Patents under this First Lien Patent Security Agreement.

SECTION 5. Counterparts. This First Lien Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Patent Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

(b) Each party to this First Lien Patent Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this First Lien Patent Security Agreement will affect the right of any party to this First Lien Patent Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

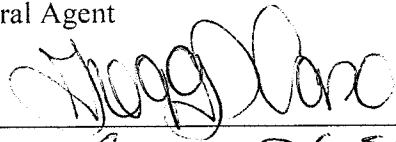
STERLING INFOSYSTEMS, INC.

By: 

Name: Daniel O'Brien

Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Gregory D Case
Title: EVP

Schedule I
Patent Registrations and Applications

Jurisdiction	Patent	Patent No. (App. No.)	Issue Date (App. Date)	Record Owner
United States	“System and Method for Providing a Report of Generally Available Information”	(14/073,486)	(11/26/2008)	Sterling Infosystems, Inc.
United States	“System and Method for Capturing and Applying a Legal Signature to Documents over a Network”	7,934,098	04/26/2011	Sterling Infosystems, Inc.