

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3426367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INTELIUS, INC.	07/01/2015
RECEIVING PARTY DATA	
Name:	PROSPECT CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	10 EAST 40TH STREET, 42ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	8645399
Patent Number:	8949158
Patent Number:	8938434
Application Number:	12145068
Application Number:	62010248
Application Number:	62010268
Application Number:	62010276
Application Number:	62010287
Application Number:	62078523
Application Number:	11285748
Application Number:	14663174
Application Number:	14663141
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE

PATENT

Address Line 4: BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	59297/042
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	07/06/2015
Total Attachments: 7 source=Prospect_Intelius - Patent Security Agreement (Execution Version)#page1.tif source=Prospect_Intelius - Patent Security Agreement (Execution Version)#page2.tif source=Prospect_Intelius - Patent Security Agreement (Execution Version)#page3.tif source=Prospect_Intelius - Patent Security Agreement (Execution Version)#page4.tif source=Prospect_Intelius - Patent Security Agreement (Execution Version)#page5.tif source=Prospect_Intelius - Patent Security Agreement (Execution Version)#page6.tif source=Prospect_Intelius - Patent Security Agreement (Execution Version)#page7.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of July 1, 2015 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Prospect Capital Corporation, a Maryland corporation ("Prospect"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of July 1, 2015 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among INTELIUS MERGER SUB, INC., and, upon consummation of the Acquisition, INOME, INC. and, immediately after a name change thereto, INTELIUS, INC. (collectively, the "Borrower"), Holdings, the other Guarantors referred to therein, the Lenders referred to therein, Prospect and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company ("Monroe"; and together with Prospect, collectively, as administrative agents for the Lenders (in such capacity, together with their respective successors and assigns in such capacity, the "Administrative Agents", and each an "Administrative Agent"), and Prospect as the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of July 1, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right in, to or under any Patent, including those referred to on Schedule 1 hereto;

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

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests 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. In the event that any provision of this Patent Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Patents and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF

NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

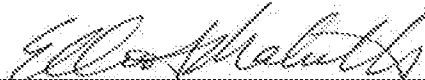
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement mutatis mutandis as if fully set forth herein. This Patent Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

INTELIUS MERGER SUB, INC., as Grantor

By: 

Name: Elliot Maluth

Title: President

Immediately after giving effect to the Acquisition,

INOME, INC., as Grantor

By: _____

Name: Prakash Kondepudi

Title: President and Chief Executive Officer

Immediately after giving effect to the name change thereof,

INTELIUS, INC., as Grantor

By: _____

Name: Prakash Kondepudi

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

INTELIUS MERGER SUB, INC., as Grantor

By: _____
Name: Elliot Maluth
Title: President

Immediately after giving effect to the Acquisition,

INOME, INC., as Grantor

By: _____
Name: Prakash Kondepudi
Title: President and Chief Executive Officer

Immediately after giving effect to the name change thereof,

INTELIUS, INC., as Grantor

By: _____
Name: Prakash Kondepudi
Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

SCHEDULE 1

TO

PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

	Patent No.	Jurisdiction	Title	Date	Owner
1	U.S. Patent No. 8,645,399	United States	Dynamic record blocking	2/4/2014	inome, inc.
2	U.S. Patent No. 8,949,158	United States	Cost-Sensitive Alternating Decision Trees for Record Linkage	2/3/2015	inome, inc.
3	U.S. Patent No. 8,938,434	United States	Housing grouping based on public records	1/20/2015	inome, inc.

2. PATENT APPLICATIONS

	Application Type & Number	Jurisdiction	Title	Date Filed	Owner
1	U.S. Patent Application No. 12/145,068	United States	Genealogy System for Interfacing with Social Networks	6/24/2008	inome, inc.
2	U.S. Provisional Patent Application No. 62/010,248	United States	A Resolution System for Entity Object Information	6/10/2014*	inome, inc.
3	U.S. Provisional Patent Application No. 62/010,268	United States	A Machine Learning System for Person Name Parsing and Normalization	6/10/2014*	inome, inc.
4	U.S. Provisional Patent Application No. 62/010,276	United States	A Distributed System for Large Scale Business Entity Resolution	6/10/2014*	inome, inc.
5	U.S. Provisional Patent Application No. 62/010,287	United States	A Distributed System for Linking Unstructured Data to Structured Records	6/10/2014*	inome, inc.
6	U.S. Provisional Patent Application No. 62/078,523	United States	Predictive Modeling Platform	11/12/2014*	inome, inc.
7	U.S. Patent Application No. 11/285,748	United States	Verification System Using Public Records	11/22/2005	inome, inc.

	Application Type & Number	Jurisdiction	Title	Date Filed	Owner
8	U.S. Patent Application No. 14/663,174	United States	Graph-Based Organization Entity Resolution	3/19/2015	inome, inc.
9	U.S. Patent Application No. 14/663,141	United States	Fast and Scalable Connected Component Computation	3/19/2015	inome, inc.

3. PATENT LICENSES

None.