

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3411984

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	WORKSPEED HOLDINGS, LLC	06/23/2015
RECEIVING PARTY DATA		
Name:	SUNTRUST BANK	
Street Address:	303 PEACHTREE STREET, N.E. / 25TH FLOOR	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30308	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7143048
CORRESPONDENCE DATA		
Fax Number:	(213)452-2329	
<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:	JUSTINE LU / WHITE & CASE LLP	
Address Line 1:	633 WEST FIFTH STREET, #1900	
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ATTORNEY DOCKET NUMBER:	1135397-0023-S216	
NAME OF SUBMITTER:	JUSTINE LU	
SIGNATURE:	/Justine Lu/	
DATE SIGNED:	06/24/2015	
Total Attachments: 5		
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FIRST LIEN PATENT SECURITY AGREEMENT

This First Lien Patent Security Agreement, dated as of June 23, 2015 (this "Patent Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of SunTrust Bank, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain First Lien credit agreement, dated as of June 23, 2015 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among MRI Software LLC, a Delaware limited liability company (the "Borrower"), MRI Intermediate Holdings II LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this 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 Pledgors hereby agree 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

- (a) all Patents of such Pledgor, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. The Collateral Agent shall, as and when required by Section 10.4 of the Security Agreement, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security 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 of this Patent Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, each Pledgor hereto and the Collateral Agent have caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WORKSPEED HOLDINGS, LLC, as Pledgor

By: 

Name: Patrick J. Ghilani

Title: Chief Executive Officer and President

Accepted and Agreed:

SUNTRUST BANK,
as Collateral Agent

By: 

Name: *Brian M. Lewis*

Title: *Director*

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Title	App. No.	Filing Date	Patent No.	Issue Date	Owner
SYSTEM AND METHOD FOR MANAGING REAL ESTATE	9704322	2000-11-02	7143048	2006-11-28	Workspeed Holdings, LLC