

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3568869

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIDGEWAY SOFTWARE, INC.	09/28/2015
RECEIVING PARTY DATA	
Name:	GCI CAPITAL MARKETS LLC, AS COLLATERAL AGENT
Street Address:	150 SOUTH WACKER DRIVE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7974850
Application Number:	13014001
Application Number:	13116673
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<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>	
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	053644-0027
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	10/14/2015
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of September 28, 2015 (this "Patent Security Agreement"), is made by the Pledgor that is a signatory hereto, in favor of GCI Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of September 28, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among TA MHI Buyer, Inc., a Delaware corporation (the "Borrower"), TA MHI Holdings, Inc., a Delaware corporation ("Holdings"), the guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to a 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 Pledgor is 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 Pledgor 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, 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 Pledgor hereby acknowledges and affirms 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. Upon the Termination of Secured Obligations, , the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Recordation. The 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 any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

BRIDGEWAY SOFTWARE, INC.,
as Pledgor

By: 

Name: Jason Parkman

Title: Chief Executive Officer and President


[Signature Page to Patent Security Agreement]

PATENT
REEL: 036855 FRAME: 0801

Accepted and Agreed:

GCI CAPITAL MARKETS LLC,
as Collateral Agent

By:


Name: Robert G. Tuchscherer
Title: Managing Director

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

<u>Borrower/Grantor</u>	<u>Patent</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Patent No.</u>	<u>Jurisdiction</u>
Bridgeway Software, Inc.	METHOD OF EARLY CASE ASSESSMENT IN LAW SUITS	7/5/2011	Granted	7974850	USA
Bridgeway Software, Inc.	METHOD OF EARLY CASE ASSESSMENT IN LAW SUITS	1/26/2011	Filed	13/014001	USA
Bridgeway Software, Inc.	SYSTEM AND METHOD FOR REVIEWING AND EDITING ARTICLE- RELATED LIST	5/26/2011	Filed	13/116673	USA

NY7326129.5

RECORDED: 10/14/2015

PATENT
REEL: 036855 FRAME: 0803