

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3591208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>SEQUENCE:</b>	1
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HELP/SYSTEMS, LLC	10/08/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS AGENT
<b>Street Address:</b>	11 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5689708
<b>Patent Number:</b>	6134549
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(866)826-5420
<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>	
<b>Phone:</b>	301-638-0511
<b>Email:</b>	ipresearchplus@comcast.net
<b>Correspondent Name:</b>	IP RESEARCH PLUS, INC.
<b>Address Line 1:</b>	21 TADCASTER CIRCLE
<b>Address Line 2:</b>	ATTN: PENELOPE J.A. AGODOA
<b>Address Line 4:</b>	WALDORF, MARYLAND 20602
<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-40519
<b>NAME OF SUBMITTER:</b>	PENELOPE J.A. AGODOA
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	10/28/2015
<b>Total Attachments: 6</b> source=40519#page1.tif source=40519#page2.tif source=40519#page3.tif	

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 8, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch ("CS"), as Collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of October 8, 2015 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among HSystems Parent Corp., a Delaware corporation, as the "Initial Borrower", and immediately upon the consummation of the Closing Date Acquisition, Help/Systems Holdings, Inc., a Delaware corporation, and Help/Systems, LLC, a Delaware limited liability company (each, a "Borrower", and collectively, the "Borrowers"), HS Group Holdings, Inc., a Delaware corporation, as Holdings and a Guarantor thereunder, Help/Systems Holdings, Inc., a Delaware corporation, as Borrower Representative, the other Credit Parties (as defined in the Credit Agreement) from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and as Collateral Agent for the Lenders and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of even date herewith in favor of the Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to 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 to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined 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 grants to the 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, including, without limitation, those United States Patents referred to on Schedule 1 hereto;

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

(e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

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 actions are, in the reasonable business judgment of the Grantor, necessary or desirable in connection with its Patents 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 and Jurisdiction. (a) The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(b) Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Patent Security Agreement, each Grantor and each other party hereto hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided that nothing in this Patent Security Agreement shall limit the right of any party to

commence any proceeding in any court of any other jurisdiction to the extent such party determines that such action is necessary or appropriate to exercise its rights or remedies under the Loan Documents. The parties hereto (and, to the extent set forth in any other Loan Document, each Lender) hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.


(c) Each of the parties hereto hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with any Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of such party specified herein (and shall be effective when such mailing shall be effective, as provided therein). Each party hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Nothing contained in this Section 6 shall affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against any party hereto in any other jurisdiction.

[SIGNATURE PAGES FOLLOW]

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

**HELP/SYSTEMS, LLC,**  
a Delaware limited liability company,  
as Grantor

By:   
Name: Daniel R. Maylehen  
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH  
as the Agent

By: 

Name: Vipul Dhadha  
Title: Authorized Signatory

By: 

Name: D. Andrew Maletta  
Title: Authorized Signatory

[Signature Page to Patent Security Agreement (First Lien)]

[[3558291]]

PATENT  
REEL: 036989 FRAME: 0408

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Registered Owner	Title	Country	Filing Date	Appl. No.	Issue Date	Patent No.
HelpSystems, LLC	Client/server computer systems having control of client-based application programs, and application	U.S.	3/31/1995	08/414,729	11/18/1997	5,689,708
	Client/server computer system having personalizable and securable views of database data	U.S.	3/31/1995	08/414,483	10/17/2000	6,134,549

2. PATENT APPLICATIONS

None.