

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT3618763

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SYNCSORT INCORPORATED	11/17/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GCI CAPITAL MARKETS LLC, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	666 FIFTH AVENUE, 18TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10103
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6408314
Patent Number:	7689623
Patent Number:	8001134
Patent Number:	8271504
Application Number:	13587075
Application Number:	13426247
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)863-7806
<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>	312-863-7198
<b>Email:</b>	nancy.brougher@goldbergkohn.com
<b>Correspondent Name:</b>	NANCY BROUGHER, PARALEGAL
<b>Address Line 1:</b>	GOLDBERG KOHN LTD.
<b>Address Line 2:</b>	55 EAST MONROE STREET, SUITE 3300
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	6483.012
<b>NAME OF SUBMITTER:</b>	NANCY BROUGHER
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	11/17/2015

**Total Attachments: 5**

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## SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT

SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT ("Agreement"), dated as of November 17, 2015, by and between SYNCSORT INCORPORATED, a New Jersey corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Patents of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants (and reaffirms its prior grant to Administrative Agent, for the benefit of the Secured Parties, pursuant to each of the Original Patent Security Agreement and the Amended Patent Security Agreement) to Administrative Agent, for the benefit of the Secured Parties, a continuing priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Patents, including, without limitation, the issued Patents and applications set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patents and related 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. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. AMENDMENT AND RESTATEMENT. This Agreement amends and restates in its entirety that certain Amended and Restated Patent Security Agreement dated as of March 3, 2014 between the Grantor and Administrative Agent (the "Amended Patent Security Agreement"), which amended and restated in its entirety that certain Patent Security Agreement dated as of July 13, 2010 between the Grantor and Administrative Agent (the "Original Patent Security Agreement"). Grantor hereby affirms the validity and enforceability of the security interests, obligations and liabilities granted or arising under each of the Original Patent Security Agreement and the Amended Patent Security Agreement, which security interests, obligations and liabilities remain continuous and shall be governed by the terms of this Agreement from and following the date hereof. The execution and delivery of this Agreement shall not constitute a novation or repayment of the obligations under the Original Patent Security Agreement or the Amended Patent Security Agreement, as modified herein.

*[Signature Pages Follow]*

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

SYNCSORT INCORPORATED

By:   
Name: Yonne Jaffe  
Title: Chief Executive Officer

Signature Page to Second Amended and Restated Patent Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

### Schedule A

Jur.	Patent Number	Application Number	(English) Title	Filing Date	Issue Date
US	6408314	09347929	IMPROVED METHOD OF PERFORMING A HIGH-PERFORMANCE SORT WHICH GAINS EFFICIENCY BY READING INPUT FILE BLOCKS SEQUENTIALLY	7/6/1999	6/18/2002
US	7689623	10118662	METHOD FOR PERFORMING AN EXTERNAL (DISK-BASED) SORT OF A LARGE DATA FILE WHICH TAKES ADVANTAGE OF "PRESORTED" DATA ALREADY PRESENT IN THE INPUT	4/8/2002	3/30/2010
US	8001134	12701231	METHOD FOR PERFORMING AN EXTERNAL (DISK-BASED) SORT OF A LARGE DATA FILE WHICH TAKES ADVANTAGE OF "PRESORTED" DATA ALREADY PRESENT IN THE INPUT	2/5/2010	8/16/2011
US	8271504	13178971	SYSTEMS FOR PERFORMING AN EXTERNAL (DISK-BASED) SORT OF A LARGE DATA FILE WHICH TAKE ADVANTAGE OF "PRESORTED" DATA ALREADY PRESENT IN THE INPUT	07/08/11	09/18/2012
US		13587075	SYSTEMS FOR PERFORMING AN EXTERNAL (DISK-BASED) SORT OF A LARGE DATA FILE WHICH TAKE ADVANTAGE OF "PRESORTED" DATA ALREADY PRESENT IN THE INPUT	08/16/12	Notice of allowance mailed July 6, 2015; Issue Fee Due October 6, 2015 (non-extendable)
US		13426247	INTELLIGENT STORAGE CONTROLLER	3/2/2012	Advisory Action mailed June 2, 2015; <b>Response due August 9, 2015 (non-extendable)</b>