

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3663605

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PROQUEST LLC	12/15/2015
EBRARY	12/15/2015
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A. AS COLLATERAL AGENT
Street Address:	100 N. TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 30	
Property Type	Number
Patent Number:	8799288
Patent Number:	8892906
Patent Number:	7433869
Patent Number:	8255397
Patent Number:	8311946
Patent Number:	7536561
Patent Number:	8015418
Patent Number:	8280878
Patent Number:	7840564
Patent Number:	8069174
Patent Number:	5730604
Patent Number:	5823789
Patent Number:	7376709
Patent Number:	5873076
Patent Number:	5675788
Patent Number:	5742816
Patent Number:	6208988
Patent Number:	5659742
Patent Number:	5737734

Property Type	Number
Patent Number:	5721902
Patent Number:	7765199
Patent Number:	8024364
Patent Number:	6807539
Patent Number:	7831616
Patent Number:	8250050
Patent Number:	8825619
Application Number:	13472362
Application Number:	13656558
Application Number:	11571186
Application Number:	10969112

CORRESPONDENCE DATA

Fax Number: (212)822-5178

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.

Phone: 2125305178

Email: lkass@milbank.com

Correspondent Name: MILBANK, TWEED, HADLEY & MCCLOY, LLP

Address Line 1: 28 LIBERTY STREET

Address Line 2: C/O LAWRENCE KASS

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.67900
NAME OF SUBMITTER:	LAWRENCE KASS
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	12/17/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6

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SECOND LIEN PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of December 15, 2015 is entered into by each of the undersigned (each, a "Grantor") in favor of Bank of America, N.A., as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as referred to in the Second Lien Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Second Lien Pledge and Security Agreement, dated on even date herewith, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Second Lien Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Patent Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in, or incorporated by reference in, the Second Lien Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation of any of the foregoing; and
- (iv) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Second Lien Pledge and Security Agreement, and each Grantor 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 Second Lien Pledge 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 Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 7. Counterparts. This Agreement may be executed in any number of 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.

[Signatures follow]

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

GRANTORS:

PROQUEST LLC

By: Larisa Avner Trainor
Name: Larisa Avner Trainor
Title: Secretary

EBRARY

By: Larisa Avner Trainor
Name: Larisa Avner Trainor
Title: Secretary

[Signature Page to Second Lien Patent Security Agreement]

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____

Name:

Roberto Salazar

Title:

Vice President

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 037318 FRAME: 0951

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Title	Date Filed	Application No.	Country	Patent No.	Date Granted
<u>ebrary</u>					
System and Method for Automatic Anthology Creation using Document Aspects	10/31/11	13286075	US	8799288	8/5/14
Method and Apparatus for Improved Information Transactions	8/4/11	13198653	US	8892906	11/18/14
Method and Apparatus for Document Clustering and Sketching	6/29/06	11427781	US	7433869	10/7/08
Method and Apparatus for Document Clustering and Sketching	8/26/08	12198841	US	8255397	8/28/12
Method and Apparatus for Improved Information Transactions	2/4/00	9498944	US	8311946	11/13/12
Method and Apparatus for Improved Information Transactions	11/27/02	10306806	US	7536561	5/19/09
Method and Apparatus for Improved Information Transactions	2/6/09	12367346	US	8015418	9/6/11
Method and Apparatus for Real Time Text Analysis and Text Navigation	3/17/10	12726296	US	8280878	10/2/12
System and Method for Automatic Anthology Creation using Document Aspects (Examiner Amended)	2/15/06	11355546	US	7840564	11/23/10
System and Method for Automatic Anthology Creation using Document Aspects (Examiner Amended)	11/12/10	12945710	US	8069174	11/29/11
Method and Apparatus for Calculating Topical Categorization of Electronic Documents in a Collection	5/15/12	13472362	US		
Method and Apparatus for Improved Information Transactions	10/19/12	13656558	US		
<u>ProQuest LLC</u>					
Method and Apparatus for Correlating Educational Requirements	1/14/97		US	U.S. 5,730,604	3/24/98
Method and Apparatus for Correlating Educational Requirements	8/6/97		US	U.S. 5,823,789	10/20/98
Method for Creating Durable Web-Enabled Uniform Resource Locator Links	5/9/02		US	U.S. 7,376,709	5/20/08
Lending System and Method	12/22/06	11571186	US		
Architecture for processing search queries, retrieving documents identified thereby, and method for using same	9/15/95		US	U.S.5,873,076	02/16/99
Method and apparatus for generating a composite document on a selected topic from a plurality of information sources	9/15/95		US	U.S.5,675,788	10/07/97
Method and apparatus for identifying textual documents and multi-mediafiles corresponding to a search topic	9/15/95		US	U.S.5,742,816	4/21/98
Method for identifying themes associated with a search query using metadata and for organizing documents responsive to the search query in accordance with the themes	6/1/98		US	U.S.6,208,988	3/27/01
Method for storing multi-media information in an information retrieval system	9/15/95		US	U.S.5,659,742	8/19/97
Query word relevance adjustment in a search of an information retrieval system	9/15/95		US	U.S.5,737,734	4/7/98
Restricted expansion of query terms using part of speech tagging	9/15/95		US	U.S.5,721,902	2/24/98

Title	Date Filed	Application No.	Country	Patent No.	Date Granted
Method and System to Index Captioned Objects in Published Literature for Information Discovery Tasks	3/13/07		US	7,765,199	7/27/10
Method and System to Search Objects in Published Literature for Information Discovery Tasks	6/16/10		US	8,024,364	9/20/11
Method and System for Retrieving Search Results from Multiple Disparate Databases	9/23/03		US	U.S.6,807,539	10/19/04
Systems and Methods for Managing Database Authentication and Sessions	12/14/04		US	U.S.7,831,616	11/09/10
Systems and Methods for Managing Database Authentication and Sessions	11/10/10		US	U.S.8,250,050	8/21/12
Systems and Methods for Managing Database Authentication and Sessions	8/20/12		US	U.S.8,825,619B 2	9/2/14
Method and System for Retrieving Search Results from Multiple Disparate Databases	10/19/04	10/969,112	US		