PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3790252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MARKET PLANNING SOLUTIONS, INC.	03/16/2016
KNOWLEDGE SUPPORT SYSTEMS, INC.	03/16/2016
MPSI INTERNATIONAL INC.	03/16/2016

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	213 MARKET AVE.
City:	NORTH CANTON
State/Country:	OHIO
Postal Code:	44702

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7584164
Application Number:	14029432

CORRESPONDENCE DATA

Fax Number: (216)363-4588

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: 216.363.4677
Email: patent@beneschlaw.com
Correspondent Name: DUNCAN H. POIRIER
Address Line 1: BENESCH FRIEDLANDER COPLAN & ARONOFF LLP
Address Line 2: 200 PUBLIC SQUARE, SUITE 2300
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	39398.1
NAME OF SUBMITTER:	DUNCAN H. POIRIER
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	03/18/2016

Total Attachments: 15
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Rider to Security Agreement – Patents

PNCBANK

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this 11th day of March, 2016, by and between **MARKET PLANNING SOLUTIONS, INC.**, a Delaware corporation with an address at 4343 S. 118th E. Avenue, Suite C, Tulsa, Oklahoma 74146, **KNOWLEDGE SUPPORT SYSTEMS, INC.**, a New Jersey corporation with an address at 25B Hanover Road, Florham Park, New Jersey 07932 and **MPSI INTERNATIONAL INC.**, an Oklahoma corporation with an address at 4343 S. 118th E. Avenue, Suite C, Tulsa, Oklahoma 74146 (each individually, a **"Grantor"** and collectively, the **"Grantors"**) and **PNC BANK, NATIONAL ASSOCIATION** (the **"Bank"**), with an address at 213 Market Ave. N., Canton, Ohio 44702. This Rider is incorporated into and made part of that certain Security Agreement (**"Security Agreement"**) between the Grantors and the Bank dated as of the date of this Rider, and also into certain other financing documents and security agreements executed by and between the Grantors and the Bank or by and between the Borrowers (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as **"Loan Documents"**). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

As collateral security for the Obligations (as defined in the Security Agreement) under the Loan Documents, the Grantors have agreed to grant a security interest in and to assign to the Bank the Patent Collateral (as hereinafter defined). The Bank desires to have its lien and security interest in such Patent Collateral confirmed by a document identifying such security interest and in such form as may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Security Agreement and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the Obligations, each Grantor does hereby assign and grant to the Bank a lien and security interest in (a) all of the Grantor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any future patents of the Grantor (hereinafter referred to collectively as the **"Patents"**); (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications and any future patent applications of the Grantor (hereinafter referred to collectively as the **"Applications"**); (iii) any reissue, extension, division or continuation of the Patents or the Applications (such reissues, extensions, divisions and continuations being herein referred to collectively as the **"Reissued Patents"**); (iv) all future royalties or other fees paid or payment or payments made or to be made to the Grantor in respect of the Patents; and (v) proceeds of any and all of the foregoing (the Patents, Applications, Reissued Patents and Royalties and proceeds being herein referred to collectively as the **"Patent Rights"**); and (b) all rights, interests, claims and demands that the Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interests, claims and demands being herein called the **"Claims"**) (the Patent Rights and Claims collectively referred to as the **"Patent Collateral"**). Notwithstanding the foregoing, "Patent Collateral" shall not include any Excluded Property.

2. Representations and Warranties. The Grantors warrant and represent to the Bank that: (a) the Grantors are the true and lawful exclusive owners of the Patent Rights set forth on Schedule A, including all rights and interests herein granted; (b) to the best of the Grantors' knowledge, the Patent Collateral is valid and enforceable; (c) the Grantors have full power and authority to execute and deliver this Rider; (d) the Grantors have no notice of any suits or actions commenced or threatened against them, or notice of claims asserted or threatened against them, with reference to the Patent Rights and the interests granted herein; and (e) the Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges and encumbrances of every kind and character, except for any liens, charges, claims, options, licenses, pledges and encumbrances permitted pursuant to the Loan Documents.

3. **Covenants**. Each Grantor further covenants to the Bank that: (a) until all of the Obligations have been satisfied in full, the Grantor will not enter into any agreement, including without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Patent Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Patent Collateral.

4. **Maintenance of Patent Collateral**. Each Grantor further covenants that: until all of the Obligations have been satisfied in full, it will (i) not enter into any agreements, including without limitation, license agreements, which are inconsistent with the Grantor's undertakings and covenants under this Rider or which restrict or impair the Bank's rights hereunder and (ii) maintain any Patent Collateral that is material to the business of the Obligors, taken as a whole, in full force and effect.

5. **Negative Pledge**. The Grantors shall not sell, assign or further encumber their rights and interests in the Patent Collateral without prior written consent of the Bank except as permitted pursuant to the Loan Documents.

6. **Remedies Upon Default**. (a) Anything herein contained to the contrary notwithstanding, if an Event of Default exists under the Loan Documents, each Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patent Collateral covered hereby.

(b) For such purposes, and in the event of an Event of Default under the Loan Documents and while such Event of Default exists, each Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral itself or to anyone else. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) Each Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, each Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably require to permanently assign all rights in the Patent Collateral to the Bank, which documents shall be held by the Bank, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence and if such Event of Default is continuing, the Bank may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

7. **Prosecution of Patent Applications**. (a) The Grantors shall, at their own expense, diligently maintain all patents and diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in their customary fashion all fees and disbursements in connection therewith, and shall not abandon any such application prior to the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent, in each case to the extent such Patent Collateral is material to the business of the Obligors, taken as a whole,

without the prior written consent of the Bank. The Grantors shall not abandon any Patent Collateral, in each case to the extent such Patent Collateral is material to the business of the Obligors, taken as a whole, without the prior written consent of the Bank.

(b) Any and all fees, costs and expenses, including reasonable attorneys' fees and expenses incurred by the Bank in connection with the preparation, modification, enforcement or termination of this Rider and all other documents relating hereto and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by the Grantors on demand by the Bank.

(c) The Grantors shall have the right to bring suit in the name of the Grantors to enforce the Patent Collateral, in which case the Bank may, at the Bank's option, be joined as a nominal party to such suit if the Bank shall be satisfied that such joinder is necessary and that the Bank is not thereby incurring any risk of liability by such joinder. The Grantors shall promptly, upon demand, reimburse and indemnify, defend and hold harmless the Bank for all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Bank pursuant to this paragraph and all other actions and conduct of the Grantors with respect to the Patent Rights during the term of this Rider.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantors all documents necessary to terminate the Bank's security interest in the Patent Collateral.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantors on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

12. **Additional Remedies.** Upon the occurrence and during the continuance of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantors hereunder, in the Grantors' name or in the Bank's name, but at the Grantors' expense, and the Grantors hereby agree to reimburse the Bank in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Patent Collateral.

13. **Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

14. __Counterparts__. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

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WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

Print Name: Kathryn Geisinger
Title:
(Include title only if an officer of entity signing to the right)

MARKET PLANNING SOLUTIONS, INC.

By: (SEAL)
Print Name: Gregg R. Budoi
Title: Treasurer

Print Name: Kathryn Geisinger
Title:
(Include title only if an officer of entity signing to the right)

KNOWLEDGE SUPPORT SYSTEMS, INC.

By: (SEAL)
Print Name: Gregg R. Budoi
Title: Treasurer

Print Name: Kathryn Geisinger
Title:
(Include title only if an officer of entity signing to the right)

MPSI INTERNATIONAL INC.

By: (SEAL)
Print Name: Gregg R. Budoi
Title: Treasurer

PNC BANK, NATIONAL ASSOCIATION

By: (SEAL)
Print Name:
Title:

[SIGNATURE PAGE – PATENT RIDER]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

____

Print Name:____________________
Title:________________________
(Include title only if an officer of entity signing to the right)

MARKET PLANNING SOLUTIONS, INC.

By:______________________________ (SEAL)

Print Name: Gregg R. Budoi
Title: Treasurer

____

Print Name:____________________
Title:________________________
(Include title only if an officer of entity signing to the right)

KNOWLEDGE SUPPORT SYSTEMS, INC.

By:______________________________ (SEAL)

Print Name: Gregg R. Budoi
Title: Treasurer

____

Print Name:____________________
Title:________________________
(Include title only if an officer of entity signing to the right)

MPSI INTERNATIONAL INC.

By:______________________________ (SEAL)

Print Name: Gregg R. Budoi
Title: Treasurer

PNC BANK, NATIONAL ASSOCIATION

By:______________________________ (SEAL)

Print Name: [illegible]
Title: S.V.P.

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this, the 10th day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared GREGG R. BUDOI, who acknowledged himself to be the Treasurer of MARKET PLANNING SOLUTIONS, INC., a Delaware corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

MELISSA A. LEONARD, Attorney-At-Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this, the 10th day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared GREGG R. BUDOI, who acknowledged himself to be the Treasurer of KNOWLEDGE SUPPORT SYSTEMS, INC., a New Jersey corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

MELISSA A. LEONARD, Attorney-At-Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

[NOTARY PAGES – PATENT RIDER]

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this, the 10th day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared GREGG R. BUDOI, who acknowledged himself to be the Treasurer of MPSI INTERNATIONAL INC., an Oklahoma corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

MELISSA A. LEONARD, Attorney/At Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

STATE OF ______________)
) ss:
COUNTY OF ______________)

On this, the ______ day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared ______________________________, who acknowledged himself/herself to be the ______________________________ of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

[NOTARY PAGES CONTINUED – PATENT RIDER]

STATE OF ______________________)
) ss:
COUNTY OF ______________________)

On this, the ______ day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared GREGG R. BUDOI, who acknowledged himself to be the Treasurer of MPSI INTERNATIONAL INC., an Oklahoma corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My commission expires:

STATE OF Ohio)
) ss:
COUNTY OF Stark)

On this, the 16 day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared Joseph R. [illegible], who acknowledged himself/herself to be the SVP of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

____
Notary Public

My commission expires:

EMILY A. KLINK, NOTARY PUBLIC
EXP. JULY 14, 2018
STATE OF OHIO

[NOTARY PAGES CONTINUED – PATENT RIDER]

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - PATENTS

APPLICATION NO.	APPLICATION DATE	TITLE
US7584164	6/4/2005	User interface method and apparatus
14/029432	9/17/2013	Competitor prediction tool

PATENT ASSIGNMENT

WHEREAS, MARKET PLANNING SOLUTIONS, INC., a Delaware corporation, **KNOWLEDGE SUPPORT SYSTEMS, INC.**, a New Jersey corporation and **MPSI INTERNATIONAL INC.**, an Oklahoma corporation (collectively, the **"Grantors"**) are the owners of the entire right, title and interest in and to the United States patents, patent applications listed on Schedule "A" attached hereto and made a part hereof, the inventions described therein and all rights associated therewith (collectively, the **"Patent Collateral"**), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 213 Market Ave. N., Canton, Ohio 44702, identified as the **"Bank"** under that certain Rider to Security Agreement - Patents of even date herewith (the **"Grantee"**) is desirous of acquiring said Patent Collateral;

WHEREAS, the Grantee has a security interest in the assets of the Grantors adequate to carry on the business of the Grantors; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement dated as of even date of the Rider by and between the Grantors and the Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantors, their successors and assigns do hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all rights and proceeds associated therewith.

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IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed by its duly authorized officer on this 16 day of March, 2016.

WITNESS / ATTEST:

____

Print Name: Kathryn Geisinger
Title:______________________
(Include title only if an officer of entity signing to the right)

MARKET PLANNING SOLUTIONS, INC.

By:______________________ (SEAL)

Print Name: Gregg R. Budoi
Title: Treasurer

____

Print Name: Kathryn Geisinger
Title:______________________
(Include title only if an officer of entity signing to the right)

KNOWLEDGE SUPPORT SYSTEMS, INC.

By:______________________ (SEAL)

Print Name: Gregg R. Budoi
Title: Treasurer

____

Print Name: Kathryn Geisinger
Title:______________________
(Include title only if an officer of entity signing to the right)

MPSI INTERNATIONAL INC.

By:______________________ (SEAL)

Print Name: Gregg R. Budoi
Title: Treasurer

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this, the 10th day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared GREGG R. BUDOI, who acknowledged himself to be the Treasurer of MARKET PLANNING SOLUTIONS, INC., a Delaware corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

MELISSA A. LEONARD, Attorney-At-Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this, the 10th day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared GREGG R. BUDOI, who acknowledged himself to be the Treasurer of KNOWLEDGE SUPPORT SYSTEMS, INC., a New Jersey corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

MELISSA A. LEONARD, Attorney-At-Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this, the 10th day of March, 2016, before me, a Notary Public, the undersigned officer, personally appeared GREGG R. BUDOI, who acknowledged himself to be the Treasurer of MPSI INTERNATIONAL INC., an Oklahoma corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

MELISSA A. LEONARD, Attorney-At-Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

[NOTARY PAGES CONTINUED – PATENT ASSIGNMENT]

RIDER TO SECURITY AGREEMENT – PATENTS – PNC/KALIBRATE