

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3840883

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ACCESSO TECHNOLOGY GROUP PLC		03/14/2016
RECEIVING PARTY DATA		
Name:	LLOYDS BANK PLC	
Street Address:	25 GRESHAM STREET	
City:	LONDON	
State/Country:	ENGLAND	
Postal Code:	EC2V 7HN	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Patent Number:	6529786	
Patent Number:	8239231	
Patent Number:	7046790	
Patent Number:	5978770	
Patent Number:	6748364	
Patent Number:	7516148	
Patent Number:	7895066	
Patent Number:	8396727	
Patent Number:	6813608	
Patent Number:	6889900	
Patent Number:	8779889	
Patent Number:	8606605	
Application Number:	14293041	
Application Number:	13760951	
Application Number:	14072493	
Application Number:	12778369	
Application Number:	10585697	
CORRESPONDENCE DATA		
Fax Number:	(312)609-5005	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
PATENT		

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-609-7943
Email: skowalski@vedderprice.com
Correspondent Name: SYLVIA KOWALSKI
Address Line 1: 222 NORTH LASALLE STREET - 24TH FLOOR
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ATTORNEY DOCKET NUMBER:	48237.00.0004-SCHMITZ
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NAME OF SUBMITTER:	SYLVIA KOWALSKI
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SIGNATURE:	/Sylvia Kowalski/
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DATE SIGNED:	04/21/2016
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Total Attachments: 6

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Amended and Restated Patent Security Agreement

Amended and Restated Patent Security Agreement, dated as of March 14, 2016, by **ACCESSO TECHNOLOGY GROUP PLC** (the "*Pledgor*"), an English public limited company, in favor of **LLOYDS BANK PLC** in its capacity as Lender, Agent and Security Agent, pursuant to the Credit Agreement (in such capacities, the "*Security Agent*"), an English public limited company.

WITNESSETH:

WHEREAS, the Pledgor is party to an Amended and Restated Security Agreement of even date herewith (the "*Security Agreement*") in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Amended and Restated Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent to enter into the Credit Agreement, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Amendment and Restatement. This Amended and Restated Patent Security Agreement amends and restates in its entirety that certain Patent Security Agreement dated March 11, 2013 but is not a novation or payment of the indebtedness evidenced thereby. All amounts outstanding and all obligations due under the Patent Security Agreement dated March 11, 2013 shall now be evidenced by this Amended and Restated Patent Security Agreement.

SECTION 2. 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.

SECTION 3. Grant of Security Interest in Patent Collateral. Pledgor hereby pledges and grants to the Security Agent 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 the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 4. Security Agreement. The security interest granted pursuant to this Amended and Restated Patent Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patents 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 any provision of this Amended and Restated Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Agent shall otherwise determine.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Amended and Restated Patent Security Agreement.

SECTION 6. Counterparts. This Amended and Restated 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 Amended and Restated Patent Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

ACCESSO TECHNOLOGY GROUP PLC

By: _____

Title

CFO

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

By: _____

Title

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

Very truly yours,

ACCESSO TECHNOLOGY GROUP PLC

By: _____
Title

Accepted and Agreed:

LLOYDS BANK PLC, *A.S.B.*
as Security Agent

By: *Andrew James Fish*
Title *Relationship Director*

Signature Page to Amended and Restated Patent Security Agreement

SCHEDULE I
to
AMENDED AND RESTATED PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Borrower	6529786	Queue Management System
Borrower	8239231	Systems for regulating access to a resource
Borrower	7046790	A system, a device, a computer program product and a method for allocating resources to users
Borrower	5978770	Assigning and managing patron reservations for distributed services using wireless personal communication devices
Borrower	6748364	Assigning and managing patron reservations for distributed services using wireless personal communication devices
Borrower	7516148	Assigning and managing patron reservations for distributed services using wireless personal communication devices
Borrower	7895066	Assigning and managing patron reservations for distributed services using wireless personal communication devices
Borrower	8396727	Assigning and managing patron reservations for distributed services using wireless personal communication devices
Borrower	6813608	System and method for enhancing user experience in a wide-area facility having a distributed, bounded environment
Borrower	6889900	A method and system for electronic route planning and virtual queue handling
Borrower	8779889	Systems for regulating access to a resource
Borrower	8606605	Reservation management system and method

Patent Applications:

OWNER	APPLICATION NUMBER	TITLE
Borrower	14/293041	System and method for facilitating multiple attraction ticketing over a network
Borrower	13/760951	Assigning and managing patron reservations for distributed services using wireless personal communication devices

OWNER	APPLICATION NUMBER	TITLE
Borrower	14/072493	Reservation management system and method
Borrower	12/778369	Q-credits extensions
Borrower	10/585697	Queue management system and method