

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3898942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
ALOGENT CORPORATION			05/31/2016
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		
Street Address:	275 GROVE STREET, SUITE 2-200		
City:	NEWTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7383242		
Patent Number:	7558418		
Patent Number:	7252224		
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	DARLENA BARI STARK		
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130		
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F163427		
NAME OF SUBMITTER:	JAMES WON		
SIGNATURE:	/James Won/		
DATE SIGNED:	06/02/2016		
Total Attachments: 5			
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “*Agreement*”), dated as of May 31, 2016, is entered into by and among **ALOGENT CORPORATION**, a Delaware corporation (f/k/a Goldleaf Enterprise Payments, Inc., a Georgia corporation), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of April 9, 2016 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof.

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

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “*Patents*” means (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

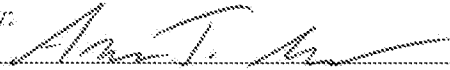
[Signature page follows.]

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

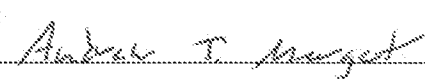
ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

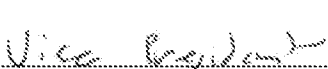
By:



Name:



Title:

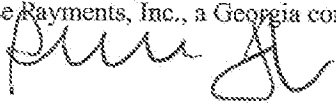


Address of Assignee:

Silicon Valley Bank
275 Grove St, Suite 2-200
Newton, MA 02466
Attention: Andrew T. Merget
Email: AMerget@svb.com

GRANTOR:

ALOGENT CORPORATION, a Delaware
corporation, (formerly known as Goldleaf
Enterprise Payments, Inc., a Georgia corporation)


By: _____
Name: _____
Title: _____

Mailing address:

c/o Battery Ventures
1 Marina Park Drive
Boston, MA 02210
Attention:
Facsimile No.:
Email:

[Signature Page to Patent Security Agreement]

Patents and Patent Applications

<u>Registration or Application No.</u> (indicate if an application)	<u>Registration or</u> <u>Application Date</u>	<u>Jurisdiction of</u> <u>Registration or</u> <u>Application</u>	<u>Brief Description of Patent</u>
7383242	6/3/2008	USPTO	COMPUTER-IMPLEMENTED METHOD AND APPARATUS FOR ITEM PROCESSING
7558418	7/7/2009	USPTO	REAL TIME IMAGE QUALITY ANALYSIS VERIFICATION
7252224	8/7/2007	USPTO	FRONT COUNTER AND BACK COUNTER WORKFLOW INTEGRATION

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PATENT

REEL: 038862 FRAME: 0579

RECORDED: 06/02/2016