

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, SECOND LIEN		
RESUBMIT DOCUMENT ID:	503892662		
CONVEYING PARTY DATA			
Name			Execution Date
ALLEN SYSTEMS GROUP, INC.			06/27/2016
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 S. SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402-1544		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	5872976		
Patent Number:	5878422		
Application Number:	62309297		
CORRESPONDENCE DATA			
Fax Number:	(213)452-2329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	JUSTINE LU/WHITE & CASE LLP		
Address Line 1:	555 SOUTH FLOWER STREET, 2700		
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ATTORNEY DOCKET NUMBER:	1118078-0021-S216		
NAME OF SUBMITTER:	JUSTINE LU		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	07/11/2016		
Total Attachments: 3			
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NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Notice"), dated as of June 27, 2016, by Allen Systems Group, Inc. (the "Grantor"), in favor of Wilmington Trust, National Association, as second lien agent for certain lenders (the "Second Lien Agent"). Capitalized terms not otherwise defined herein have the respective means ascribed to them in the Second Lien Security Agreement (as defined below).

WHEREAS, the Grantor holds all right, title and interest in and to the letter patents, design patents, utility patents, and pending applications listed on the annexed Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents"); and

WHEREAS, the Grantor, the other Debtors (as defined therein) party thereto, and the Second Lien Agent are parties to that certain Second Lien Security Agreement, dated as of even date herewith (the "Second Lien Security Agreement"), pursuant to which Grantor has granted in favor of the Second Lien Agent a security interest in certain Collateral, including the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, transfer and set over unto the Second Lien Agent and grant to the Second Lien Agent for the benefit of the Lenders a continuing security interest in the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof to secure the prompt payment, performance and for the benefit of the Lenders observance of certain obligations.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Notice and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of the date herewith (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), by and between Wilmington Trust, National Association, as first lien agent for certain first lien creditors, the Second Lien Agent and the Grantor. In the event of any conflict between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Notice to be duly executed by their officers thereunto duly authorized as of the date first written above.

ALLEN SYSTEMS GROUP, INC.

By: 
Name: Derek S. Eckelman
Title: Executive Vice President

SCHEDULE A

Patent Registrations

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Client-Based System for Monitoring the Performance of Application Programs	5,872,976	2/16/1999
System for Virtually Converting Data in a Field between First and Second Format by Using Hook Routines	5,878,422	3/2/1999

Patent Applications

<u>Title</u>	<u>Provisional Patent Application Number</u>	<u>Filing Date</u>
Systems and Methods for Intelligent Metadata Management and	62/309,297	3/16/2016