

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3947607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PROGREXION IP, INC.	06/30/2016
RECEIVING PARTY DATA	
Name:	PROSPECT CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	10 EAST 40TH STREET, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14611013
CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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>	
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ATTORNEY DOCKET NUMBER:	054182-0001
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	07/05/2016
Total Attachments: 5	
source=Progrexion - Patent Security Agreement (2016) (Second Lien)#page1.tif	
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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of June 30, 2016, by and among **PROGREXION IP, INC.** (“Grantor”) and **PROSPECT CAPITAL CORPORATION**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of September 29, 2014 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified in accordance with the terms thereof, the “Second Lien Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Second Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges, assigns and grants to the Collateral Agent on behalf of and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under all the following Collateral of Grantor:

(a) all Patents and applications thereof, including those listed on Schedule I attached hereto; and

(b) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Patent Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of that certain First Lien/Second Lien Intercreditor Agreement, dated as of September 29, 2014 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “First Lien/Second Lien Intercreditor Agreement”). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES REQUIRING APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

SECTION 8. Sections 8.1, 8.2, 7.14, 7.15 and 7.16 of the Second Lien Security Agreement are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement *mutadis mutandis* as if fully set forth herein.

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

PROGREXION IP, INC.

By: _____

Name:

Title:

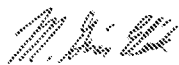
STEPHEN EMERY
GC

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

PROSPECT CAPITAL CORPORATION,
as Collateral Agent

By:



Name: M. Grier Eliasek
Title: President and Chief Operating Officer

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 039254 FRAME: 0953

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT
UNITED STATES PATENT REGISTRATIONS AND PATENT APPLICATIONS

<u>Title</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Owner</u>
Credit repair by analysis of trade line properties	14/611,013		Progrexion IP, Inc.