

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3986674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EXSTREAM SOFTWARE, LLC	06/22/2007
RECEIVING PARTY DATA	
Name:	AMERICAN CAPITAL FINANCIAL SERVICES, INC.
Street Address:	2 BETHESDA METRO CENTER, 14TH FLOOR
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12882757
CORRESPONDENCE DATA	
Fax Number:	(970)778-4063
<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:	(541)715-8443
Email:	ipa.mail@hp.com
Correspondent Name:	HP INC.
Address Line 1:	3390 E. HARMONY ROAD MS 35
Address Line 2:	INTELLECTUAL PROPERTY
Address Line 4:	FORT COLLINS, COLORADO 80528
ATTORNEY DOCKET NUMBER:	82248440
NAME OF SUBMITTER:	HEATHER ELLIS
SIGNATURE:	/Heather Ellis/
DATE SIGNED:	08/01/2016
Total Attachments: 5	
source=2 first lien#page1.tif	
source=2 first lien#page2.tif	
source=2 first lien#page3.tif	
source=2 first lien#page4.tif	
source=2 first lien#page5.tif	

FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of June 22, 2007, by each of the entities listed on the signature pages hereof (or by such entities that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below, each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of June 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Exstream Holdings Inc., a Delaware corporation ("Parent"); Exstream Intermediate Holdings I, Inc., a Delaware corporation ("Holdco I"); Exstream Intermediate Holdings II, Inc., a Delaware corporation ("Holdco II"); Exstream Software, LLC, a Delaware limited liability company ("Exstream"); Exstream Software North America, LLC, a Delaware limited liability company ("Exstream NA" and, together with Exstream, each a "Borrower" and collectively the "Borrowers"), the Lenders party thereto and ACFS as administrative agent and collateral agent for the Lenders, the Lenders have agreed, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to the Borrowers; and

B. Each Grantor is party to that certain First Lien Pledge and Security Agreement dated as of June 22, 2007 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this First Lien Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lender to extend credit to the Borrowers thereunder, each Grantor hereby agrees with the First Lien Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest

in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Patent Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License.

SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW

4.1 THIS FIRST LIEN PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


* * *

[Signatures Pages Follow]

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

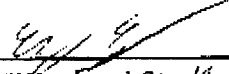
Very truly yours,

EXSTREAM SOFTWARE, LLC
as Grantor

By  _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as First Lien Agent

By: 
Name: Eugene M. Kovalsky
Title: VP

**SCHEDULE I
TO
FIRST LIEN PATENT SECURITY AGREEMENT**

PATENT COLLATERAL

<u>Grantor</u>	<u>Patent</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Exstream Software, LLC	"Methods and systems for Creating, Interacting with, and Utilizing a Superactive Document"	U.S.	11/552,862	10/25/06	Pending

1-NY/2197336.1

**RECORDED: 06/29/2007
RECORDED: 08/01/2016**

PATENT
REEL: 019502 FRAME: 0378
REEL: 039517 FRAME: 0083