

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRACE ONE S.A.S.	09/08/2016
RECEIVING PARTY DATA	
Name:	TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD.
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Postal Code:	94101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7814049
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NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/08/2016
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Patent Security Agreement**”) is made this 8 day of September, 2016, among the Grantor listed on the signature pages hereof (the “**Grantor**”) and TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD., a limited liability company incorporated under the laws of the Cayman Islands and registered under number 296196 (together with its permitted successors, transferees and assigns in such capacity, the “**Security Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Bonds Subscription Agreement dated as of 8 September, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, including all schedules, appendices and exhibits thereto, the “**Bonds Agreement**”) among RIVA TRACE BIDCO S.A.S. (the “**Issuer**”), TSLE HOLDCO 1, S.À R.L. as Senior Bonds Subscriber (as defined in the Bonds Agreement) and TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. as Senior Bondholders’ Representative, Security Agent, Senior Bonds Subscribers’ Agent and Arranger (each such term as defined therein) the Issuer has requested from the Senior Bonds Subscriber the subscription of 37,500,000 Senior Bonds in an aggregate amount equal to €37,500,000 pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that Revolving Facility Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and annexes thereto, the “**Revolving Facility Agreement**”) among RIVA HOLDCO 2 LIMITED (the “**Borrower**”), RIVA HOLDCO 1 LIMITED as Parent, TSLE HOLDCO 1-I, S.À. R.L. as Original Lender and TPG SPECIALTY LENDING EUROPE I ADVISORS, LTD. as Arranger, RCF Agent and Security Agent (each such term as defined therein), a €5,000,000 revolving facility has been or will be provided by the Lenders to the Borrower;

WHEREAS, the members of the Senior Bonds Subscribers and the Lenders are willing to make the financial accommodations to Issuer and the Borrower as provided for in the Bonds Agreement and the Revolving Facility Agreement (as applicable), but only upon the condition, among others, that the Grantor shall have executed and delivered to the Security Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of 8 September, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Security Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Intercreditor Agreement (as defined in the Security Agreement).

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and rights in or to Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule 1 hereto;

(b) all reissues, divisionals, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement, misappropriation or dilution of any Patent, whether or not such Patent is licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Security Agent, the Primary Finance Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The continuing security interests granted pursuant to this Patent Security Agreement are granted in conjunction with and in furtherance of the continuing security interests granted to the Security Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the continuing security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein mutatis mutandis as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Primary Finance Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include

the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations (other than unasserted contingent indemnification obligations). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Primary Finance Documents shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

7. GOVERNING LAW. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature page follows]

IN WITNESS WHEREOF, the 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.

GRANTORS:

TRACE ONE S.A.S., as a Grantor

By: _____




Name: BERTRAND SCAARD

Title: PRÉSIDENT

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**TPG SPECIALTY LENDING EUROPE I
ADVISORS, LTD.,**
as the Security Agent

By: 
Name: Daniel Warach
Title: Director

[Signature Page to Patent Security Agreement]

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Description	Reg. No. or Appln. No.	Filing Date
Trace One S.A.S.	Computer device for managing documents in multi-user mode	US 7814049B2	October 12, 2010

PATENT APPLICATIONS

None.