

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4070019

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BAYNOTE, INC.	09/26/2016
RECEIVING PARTY DATA		
Name:	AB PRIVATE CREDIT INVESTORS LLC	
Street Address:	1345 AVENUE OF THE AMERICAS	
Internal Address:	38TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10105	
PROPERTY NUMBERS Total: 10		
Property Type	Number	
Application Number:	14298582	
Application Number:	14281608	
Patent Number:	8601023	
Patent Number:	8095523	
Patent Number:	7856446	
Patent Number:	7702690	
Patent Number:	7698270	
Patent Number:	7693836	
Patent Number:	7580930	
Patent Number:	7546295	
CORRESPONDENCE DATA		
Fax Number:	(212)303-7064	
<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:	212.318.6824	
Email:	christinedionne@paulhastings.com	
Correspondent Name:	CHRISTINE DIONNE C/O PAUL HASTINGS LLP	
Address Line 1:	200 PARK AVENUE	
Address Line 2:	28TH FLOOR	
Address Line 4:	NEW YORK, NEW YORK 10166	

PATENT

ATTORNEY DOCKET NUMBER:	92225.00030
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	09/27/2016
Total Attachments: 6 source=AB_KIBO - Baynote - Fully Executed Patent Security Agreement (with Schedule)#page1.tif source=AB_KIBO - Baynote - Fully Executed Patent Security Agreement (with Schedule)#page2.tif source=AB_KIBO - Baynote - Fully Executed Patent Security Agreement (with Schedule)#page3.tif source=AB_KIBO - Baynote - Fully Executed Patent Security Agreement (with Schedule)#page4.tif source=AB_KIBO - Baynote - Fully Executed Patent Security Agreement (with Schedule)#page5.tif source=AB_KIBO - Baynote - Fully Executed Patent Security Agreement (with Schedule)#page6.tif	

PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of September 26, 2016 (this "Patent Security Agreement"), is made by each Grantor that is a signatory hereto (collectively, "Grantors" and each individually, a "Grantor"), in favor of AB PRIVATE CREDIT INVESTORS LLC, a Delaware limited liability company, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent"), pursuant to that certain Credit Agreement, dated as of December 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among KIBO SOFTWARE, INC. (formerly known as Momentum Holdco, Inc.), a Delaware corporation ("Parent"), MARKETLIVE, LLC (formerly known as MarketLive, Inc.), a California limited liability company (for itself and as successor by merger to Momentum Merger Sub, Inc., "MarketLive"), SHOPATRON, LLC (formerly known as Shopatron, Inc.), a California limited liability company (for itself and as successor by merger to Safari Merger Sub, Inc., "Shopatron" and together with Parent and MarketLive, referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), MOMENTUM INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are 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, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

- (a) all Patents of such Grantor, including, without limitation, the United States Patents and Patent applications listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. 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 Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the 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 as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by any Grantor, at such Grantor's sole expense, promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

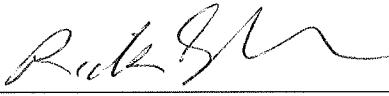
SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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IN WITNESS WHEREOF, each 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.

GRANTOR:

BAYNOTE, INC., a Delaware corporation

By: 

Name: Rick Simpson

Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (BAYNOTE)]

AGENT:

Accepted and Agreed:

AB PRIVATE CREDIT INVESTORS LLC,
a Delaware limited liability company,
as Collateral Agent

By: 

Name: SHISHIR AGRAWAL

Title: VICE PRESIDENT

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (BAYNOTE)]

PATENT
REEL: 039863 FRAME: 0557

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

Patent/Application No.	Status	Date	Title
US 20150356658	FILED	06/06/2014	Systems and Methods for Serving Product Recommendations
US 20150332372	FILED	05/19/2014	System And Method For Context-Aware Recommendation Through User Activity Change Detection
US 8601023	ISSUED	12/03/2013	Method and Apparatus for Identifying, Extracting, Capturing, and Leveraging Expertise and Knowledge
US 8095523	ISSUED	01/10/2012	Method and Apparatus for Context-Based Content Recommendation
US 7856446	ISSUED	12/21/2010	Method And Apparatus For Determining Usefulness Of A Digital Asset
US 7702690	ISSUED	04/20/2010	Method And Apparatus For Suggesting/Disambiguation Query Terms Based Upon Usage Patterns Observed
US 7698270	ISSUED	04/13/2010	Method and apparatus for identifying, extracting, capturing, and leveraging expertise and knowledge
US 7693836	ISSUED	04/02/2010	Method And Apparatus For Determining Peer Groups Based Upon Observed Usage Patterns
US 7580930	ISSUED	08/25/2009	Method And Apparatus For Predicting Destinations In A Navigation Context Based Upon Observed Usage Patterns
US 7546295	ISSUED	06/09/2009	Method And Apparatus For Determining Expertise Based Upon Observed Usage Patterns

United States Patent Applications:

Date	Activity	Title or Description	Notes
06/06/2014	US Patent Application	Systems and Methods for Serving Product Recommendations	US Patent Application 20150356658
05/19/2014	US Patent Application	System And Method For Context-Aware Recommendation Through User Activity Change Detection	US Patent Application 20150332372