

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4133692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
SOVERAIN IP, LLC	10/10/2016

RECEIVING PARTY DATA

Name:	SOVERAIN SOFTWARE LLC
Street Address:	201 WEST LAKE STREET
Internal Address:	SUITE 198
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	6490358
Patent Number:	5708780
Patent Number:	8286185
Patent Number:	8606900
Patent Number:	8935706
Patent Number:	6279112
Patent Number:	6195649
Patent Number:	6199051
Patent Number:	4845658
Patent Number:	5724424
Patent Number:	7448040
Patent Number:	8635327
Patent Number:	6205437
Patent Number:	6212634
Patent Number:	5812776
Patent Number:	7191447
Patent Number:	7272639
Patent Number:	7124092

PATENT

Property Type	Number
Patent Number:	6049785
Application Number:	11300245
Application Number:	11971361
Application Number:	12109443
Application Number:	12616440

CORRESPONDENCE DATA

Fax Number:

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.

Email: rolson@giplg.com

Correspondent Name: RAGNAR OLSON

Address Line 1: 55 WEST MONROE STREET

Address Line 2: SUITE 3400

Address Line 4: CHICAGO, ILLINOIS 60603

NAME OF SUBMITTER: RAGNAR OLSON

SIGNATURE: /s/ Ragnar Olson

DATE SIGNED: 11/08/2016

Total Attachments: 2

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “**Agreement**”) is made as of October 10, 2016 by Sovereign IP, LLC, a Texas limited liability company (“**Purchaser**”), in favor of Sovereign Software LLC, a Delaware limited liability company (“**Seller**”).

WHEREAS, Purchaser and Seller are Parties to a certain PATENT PURCHASE AGREEMENT dated as of October 3, 2016 (including as such agreement may be amended, supplemented, or modified, the “**Purchase Agreement**”);

WHEREAS, subject to the terms and conditions of the Purchase Agreement and occurrence of the Closing under the Purchase Agreement, Purchaser is acquiring the following patents and patent applications: U.S. Patent Nos. 6,490,358; 5,708,780; 8,286,185; 8,606,900; 8,935,706; 6,279,112; 6,195,649; 6,199,051; 4,845,658; 5,724,424; 7,448,040; 8,635,327; 6,205,437; 6,212,634; 5,812,776; 7,191,447; 7,272,639; 7,124,092; and 6,049,785, and U.S. Patent Appl. Nos. 11/300,245; 11/971,361; 12/109,443; and 12/616,440 (hereinafter, the “**Patents**”); and

WHEREAS, as a condition precedent to the Closing under the Purchase Agreement Purchaser is required to execute and deliver this Agreement as security for the payment and performance of Purchaser’s obligations under the Purchase Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser hereby agrees as follows:

1. Patent Property. “Patent Property” means the Patents as well as all U.S. Patents and applications related by a common claim of priority date, together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and any results of any reexamination and/or post grant review thereof, and all income, royalties, damages and payments now and hereafter due with respect thereto, including the right to sue for past, present, and future infringements thereof and payments under all licenses with respect thereto as well as all products and proceeds thereof and other consideration received therefor, and all rights corresponding thereto throughout the world. Purchaser hereby authorizes Seller to record additional copies of this Agreement from time to time with updated recordation cover sheets to include any future patents and patent applications comprising part of the Patent Property.

2. Security Interest. As collateral security for the payment and performance of Purchaser’s obligations under the Purchase Agreement, including the payment of the purchase price thereunder and performance of Purchaser’s option to repurchase the Patents, Purchaser hereby (i) pledges and grants, with power of sale, to Seller a perfected first priority purchase money security interest in the Patent Property and (ii) appoints Seller (and any person it may designate) as Purchaser’s attorney-in-fact for collateral purposes only and authorizes Seller or its designee to execute any instrument or action, after notice to Purchaser of Seller’s intention to enforce this security interest, to convey or otherwise transfer title in the Patent Property to Seller or anyone else on commercially reasonable terms and/or to grant any license under the Patent Property to Seller or anyone on commercially reasonable terms. This power of attorney is coupled with an interest and

irrevocable until all of the secured obligations have been satisfied and paid in full. This Agreement is made for collateral security purposes only and creates a continuing security interest in the Patent Property and shall terminate only when the secured obligations have been satisfied and paid in full. Purchaser shall have, in addition to all other rights and remedies given under this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (UCC) as enacted in any jurisdiction in which the Patent Property may be located or deemed located. After notice to Purchaser of Seller's intention to enforce this security interest, Purchaser agrees to assign, convey and otherwise transfer title in and to the Patents Property to Purchaser or any transferee of Purchaser and to execute and deliver to Purchaser or any such transferee all such agreements, documents and instruments as may be necessary, in Purchaser's determination, to effect such assignment, conveyance and transfer.

3. Financing Statement. Purchaser hereby irrevocably authorizes Seller at any time and from time to time to file in any filing office in any Uniform Commercial Code (UCC) jurisdiction any initial financing statements and amendments thereto that indicate the Patent Property as collateral and provide any other information required by part 5 of Article 9 of the UCC, or such other jurisdiction, for filing office acceptance of any financing statement or amendment, including whether Purchaser is an organization, type of organization, and any organization identification number of Purchaser. Purchaser shall furnish any such information to and shall execute and deliver any such document to Seller upon request.

4. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the Parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) of the State of Illinois. Any suit based hereon, or arising out of, under, or in connection with this Security Agreement may be brought and maintained, in the state or federal courts located in the State of Illinois or, with respect to any suit seeking enforcement against any collateral, may be brought and maintained in, at Seller's option, in the courts of any jurisdiction where such collateral property may be found. Purchaser consents to the service of process by registered mail, postage prepaid, or by personal service within or without the State of Illinois.

IN WITNESS WHEREOF, the undersigned has caused this Patent Security Agreement to be executed as of the date first set forth above.

Soverain IP, LLC	
By: <u>Stephen McArthur</u>	
Name: <u>Stephen McArthur</u>	
Title: <u>Manager</u>	