

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4142960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BEERS ENTERPRISES, LLC	11/04/2016
RECEIVING PARTY DATA	
Name:	AB PRIVATE CREDIT INVESTORS LLC
Street Address:	1345 AVENUE OF THE AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10105
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15055235
Patent Number:	9306873
CORRESPONDENCE DATA	
Fax Number:	(704)444-1111
<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:	704-444-1000
Email:	kim.shaul@alston.com
Correspondent Name:	ALSTON & BIRD LLP
Address Line 1:	BANK OF AMERICA PLAZA
Address Line 2:	101 SOUTH TRYON STREET, SUITE 4000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000
ATTORNEY DOCKET NUMBER:	064637/486711
NAME OF SUBMITTER:	MICHELE M. GLESSNER
SIGNATURE:	/MICHELE M. GLESSNER/
DATE SIGNED:	11/15/2016
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “*Agreement*”), dated as of November 4, 2016, is entered into by and among **BEERS ENTERPRISES, LLC**, a Delaware limited liability company (the “*Grantor*”), and **AB PRIVATE CREDIT INVESTORS LLC** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), among the Grantor, certain affiliates of the Grantor, the Lenders party thereto and the Assignee.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Patents” means (i) all of Grantor’s Patents and Patent Licenses, including those referred to on Schedule A attached hereto, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Patents, (ii) all reissues, continuations or extensions of the foregoing, and (iii) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent License or (B) injury to the goodwill associated with any Patent or Patent License.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's federally registered United States registrations and applications for registration for the Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Patents in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patents to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

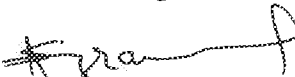
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

By: 

Name: Shishir Agrawal


Title: Vice President

Address of Assignee:

AB Private Credit Investors LLC
1345 Avenue of the Americas
New York, NY 10105
Attention: The Switch Security Account
E-Mail: casey.millsaps@abglobal.com and
shishir.agrawal@abglobal.com

GRANTOR:

BEERS ENTERPRISES, LLC

By: 
Name: Aaron Matto
Title: Vice President

Address of Grantor:

True Wind Capital Management, LLC
480 Pacific Avenue, Suite 200
San Francisco, CA 94133
Attention: Aaron Matto
Email: mailto:aaron@truewindcapital.com

with a copy to:

Kirkland & Ellis LLP
555 California Street
San Francisco, California 94104
Attention: Sonali Jindal
Email: sjindal@kirkland.com

THE SWITCH
PATENT SECURITY AGREEMENT
SIGNATURE PAGE

Schedule A to PATENT SECURITY AGREEMENT

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date	Owner
Customer Controlled Video Network	United States	15/055,235	February 26, 2016		Beers Enterprises, LLC
Customer Controlled Video Network	United States	9,306,873	February 21, 2013	April 5, 2016	Beers Enterprises, LLC

PATENT

REEL: 040326 FRAME: 0377

RECORDED: 11/15/2016