

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4183484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GT NEXUS, INC.	12/13/2016
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	9384459
Patent Number:	8996914
Patent Number:	7587353
Patent Number:	7805359
Patent Number:	8032446
Patent Number:	8290854
Patent Number:	8751366
Application Number:	13747733
Application Number:	14274204
CORRESPONDENCE DATA	
Fax Number:	(212)446-6460
<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:	2124464800
Email:	hayley.smith@kirkland.com
Correspondent Name:	KIRKLAND & ELLIS LLP
Address Line 1:	ATTN: HAYLEY SMITH
Address Line 2:	601 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	40106-149

PATENT

NAME OF SUBMITTER:	HAYLEY SMITH
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	12/13/2016
Total Attachments: 6 source=Infor - Patent Security Agreement - GT Nexus (EXECUTED)_(44716455_1) (3)#page1.tif source=Infor - Patent Security Agreement - GT Nexus (EXECUTED)_(44716455_1) (3)#page2.tif source=Infor - Patent Security Agreement - GT Nexus (EXECUTED)_(44716455_1) (3)#page3.tif source=Infor - Patent Security Agreement - GT Nexus (EXECUTED)_(44716455_1) (3)#page4.tif source=Infor - Patent Security Agreement - GT Nexus (EXECUTED)_(44716455_1) (3)#page5.tif source=Infor - Patent Security Agreement - GT Nexus (EXECUTED)_(44716455_1) (3)#page6.tif	

PATENT SECURITY AGREEMENT

December 13, 2016

WHEREAS, GT NEXUS, INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to a Security Agreement dated as of August 25, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Infor (US), Inc., the other grantors party thereto and Wilmington Trust, National Association, as Notes Collateral Agent (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement (the “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto);
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral; and
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

It is understood and agreed that Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting under this Agreement, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent under the Indenture and Security Agreement as if such rights, privileges and immunities were set forth herein.

[The remainder of this page is intentionally left blank.]

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

GT NEXUS, INC.

By: 

Name: Gregory M. Giangiordano

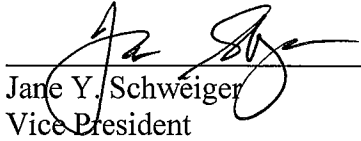
Title: President

[Infor – Signature Page to Patent Security Agreement]

PATENT
REEL: 040726 FRAME: 0801

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
solely in its capacity as Collateral Agent

By: 
Name: Jane Y. Schweiger
Title: Vice President

**SCHEDULE A
TO
GRANT OF PATENT SECURITY AGREEMENT**

U.S. Patents:

Title	Country	Current Record Owner	Type	Patent No. (App. No.)	Status
Certified Factory Location	USA	GT Nexus, Inc.	Utility	9,384,459	Granted
Improved Data Quality in a Cloud Based Shipping Transaction Integration System	USA	GTNX, Inc.	Utility	8996914	Granted
Purchase Order Amendment and Negotiation in a Full Service Trade System	USA	TradeCard, Inc.	Utility	(13/747733)	Filed
Providing Cargo Insurance in a Full Service Trade System	USA	TradeCard, Inc.	Utility	7587353	Granted
Securitization of a Commercial Transaction	USA	TradeCard, Inc.	Utility	7805359	Granted
Securitization of a Commercial Transaction	USA	TradeCard, Inc.	Utility	8032446	Granted
Securitization of a Commercial Transaction	USA	TradeCard, Inc.	Utility	8290854	Granted
Securitization of a Commercial Transaction	USA	TradeCard, Inc.	Utility	8751366	Granted
Securitization of a Commercial Transaction	USA	TradeCard, Inc.	Utility	(14/274204)	Filed

