

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4246772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PLANVIEW, INC.	01/27/2017
INNOTAS	01/27/2017
TROUX TECHNOLOGIES, INC.	01/27/2017
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 27	
Property Type	Number
Application Number:	60681287
Patent Number:	7797628
Patent Number:	7725820
PCT Number:	US2006017877
Application Number:	60681372
Application Number:	11314430
Application Number:	60729507
Application Number:	11586432
Patent Number:	5903478
Patent Number:	6091893
Application Number:	60455522
Patent Number:	7523128
Patent Number:	7698683
Patent Number:	7558790
Patent Number:	8789011
Patent Number:	7890545
Patent Number:	8234223

PATENT

Property Type	Number
Patent Number:	7664712
Patent Number:	8214877
Application Number:	60802582
Application Number:	60808182
Patent Number:	7822710
Patent Number:	8027956
Patent Number:	8635592
Patent Number:	9280581
Application Number:	61967714
Application Number:	14667559

CORRESPONDENCE DATA

Fax Number: (310)557-2193

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.

Phone: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11668.224 FIRST LIEN

NAME OF SUBMITTER: KIMBERLEY A. LATHROP

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 01/27/2017

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “**Agreement**”), effective as of January 27, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“**Ares**”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 27, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among (i) PROJECT TESLA MERGER SUB INC., a Delaware corporation (“**Merger Sub**” or “**Initial Borrower**”), (ii) PHNTM HOLDINGS, INC., a Delaware corporation (“**Holdings**”, and following the Merger as successor to Merger Sub by operation of law and following the Borrower Assumption, together with the Initial Borrower and each other Person party thereto that is designated as a Borrower from time to time, the “**Borrowers**”, and each a “**Borrower**”), (iii) PROJECT TESLA HOLDING CORP., a Delaware corporation (“**Parent**”), the direct parent of (x) prior to the Merger, Merger Sub, and (y) following the Merger, Holdings, as a Guarantor, (iv) Subsidiaries of Parent signatory thereto as guarantors, (v) the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Ares, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of January 27, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto (collectively, the "***Patent Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance when due (whether at the stated maturity, by acceleration or otherwise) and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

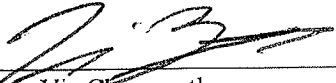
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PLANVIEW, INC.,
a Texas corporation,
as a Grantor

By: 
Name: Vic Chynoweth
Title: Chief Financial Officer

INNOTAS,
a California corporation,
as a Grantor


By: 
Name: Vic Chynoweth
Title: Chief Financial Officer

TROUX TECHNOLOGIES, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Vic Chynoweth
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 
Name: Ian Fitzgerald
Title: Authorized Signatory

SCHEDULE A

U.S. Patents and Applications

A. PLANVIEW, INC. PATENTS

SERIAL NUMBER	TITLE/SHORT DESCRIPTION
U.S. Serial No. 60/681,287	METHOD OF USING A DIRECTED GRAPH AND A SYSTEM FOR USE WITH THE METHOD
U.S. Serial No. 11/363,105 Issued as U.S. Patent 7,797,628 on September 14, 2010	METHOD OF USING A DIRECTED GRAPH AND A SYSTEM FOR USE WITH THE METHOD
U.S. Serial No. 11/363,106 Issued as U.S. Patent 7,725,820 on May 25, 2010	METHOD OF GENERATING A DISPLAY FOR A DIRECTED GRAPH AND A SYSTEM FOR USE WITH THE METHOD
International Application No. PCT/US2006/017877 Filed May 9, 2006 International Publication No. WO2006124401 Published November 23, 2006	METHOD OF USING A DIRECTED GRAPH, GENERATING A DISPLAY FOR A DIRECTED GRAPH, AND A SYSTEM FOR USE WITH THE METHOD
European Patent No. 1886235 Issued February 13, 2008	METHOD OF USING A DIRECTED GRAPH, GENERATING A DISPLAY FOR A DIRECTED GRAPH, AND A SYSTEM FOR USE WITH THE METHOD
U.S. Serial No. 60/681,372	METHOD OF USING A WORKFLOW AND A SYSTEM FOR USE WITH THE METHOD
U.S. Serial No. 11/314,430	METHOD OF USING A WORKFLOW AND A SYSTEM FOR USE WITH THE METHOD Inventor(s): John K. Gibbons Assignee: PlanView, Inc.
U.S. Serial No. 60/729,507	METHOD OF SYNCHRONIZING PROCESS FLOWS WITHIN HIERARCHICAL PROCESS FLOWS AND SYSTEM FOR USE WITH THE METHODS
U.S. Serial No. 11/586,432	METHOD OF SYNCHRONIZING PROCESS FLOWS WITHIN HIERARCHICAL PROCESS FLOWS AND SYSTEM FOR USE WITH THE METHODS

B. TROUX TECHNOLOGIES, INC. PATENTS

SERIAL NUMBER	TITLE/SHORT DESCRIPTION
U.S. Serial No. 08/815,409 Filed: March 10, 1997 U.S. Patent No. 5,903,478 Issued: May 11, 1999	METHOD FOR DISPLAYING AN IT (INFORMATION TECHNOLOGY) ARCHITECTURE VISUAL MODEL IN A SYMBOL-BASED DECISION RATIONAL TABLE
U.S. Serial No. 08/814,181 Filed: March 10, 1997 U.S. Patent No. 6,091,893 Issued: July 18, 2000	METHOD FOR PERFORMING OPERATIONS ON INFORMATIONAL OBJECTS BY VISUALLY APPLYING THE PROCESSES DEFINED IN UTILITY OBJECTS IN AN IT (INFORMATION TECHNOLOGY) ARCHITECTURE VISUAL MODEL
U.S. Serial No. 60/455,522 Filed: March 18, 2003	SYSTEM AND METHOD FOR COLLECTING, MODELING AND QUERYING INFORMATION TECHNOLOGY INFORMATION
U.S. Serial No. 10/802,178 Filed: March 17, 2004 U.S. Patent No. 7,523,128 Issued: April 21, 2009	METHOD AND SYSTEM FOR DISCOVERING RELATIONSHIPS
U.S. Serial No. 10/802,304 Filed: March 17, 2004 U.S. Patent No. 7,698,683 Issued: April 13, 2010	ADAPTIVE SYSTEM FOR DYNAMIC OBJECT-ORIENTED SCHEMAS
U.S. Serial No. 10/803,133 Filed: March 17, 2004 U.S. Patent No. 7,558,790 Issued: July 7, 2009	METHOD AND SYSTEM FOR QUERYING AN APPLIED DATA MODEL
U.S. Serial No. 12/720,219 Filed: March 9, 2010 (continuation of 10/802,304) U.S. Patent No. 8,789,011 Issued: July 22, 2014	METHOD AND SYSTEM FOR A GENERIC DATA MODEL
U.S. Serial No. 11/095,323 Filed: March 31, 2005 U.S. Patent No. 7,890,545 Issued: February 15, 2011	METHOD AND SYSTEM FOR A REFERENCE MODEL FOR AN ENTERPRISE ARCHITECTURE
U.S. Serial No. 11/117,039 Filed: April 28, 2005 U.S. Patent No. 8,234,223 Issued: July 31, 2012	METHOD AND SYSTEM FOR CALCULATING COST OF AN ASSET USING A DATA MODEL

SERIAL NUMBER	TITLE/SHORT DESCRIPTION
U.S. Serial No. 11/198,649 Filed: February 16, 2010 U.S. Patent No. 7,664,712 Issued: February 16, 2010	METHOD AND SYSTEM FOR IMPACT ANALYSIS USING A DATA MODEL
U.S. Serial No. 60/802,582 Filed: May 22, 2006 U.S. Patent No. 8,214,877 Issued February 16, 2010	SYSTEM AND METHOD FOR DEFINITION AND EXECUTION OF BUSINESS-LEVEL POLICIES ON A DATA MODEL
U.S. Serial No. 11/805,002 Filed: May 22, 2007 U.S. Patent No. 8,214,877 Issued: July 3, 2012	METHOD AND SYSTEM FOR THE IMPEMENTATON OF POLICIES Inventor(s): Mikal Grimes, William Corbett, Alex Devine
U.S. Serial No. 60/808,182 Filed: May 24, 2006	SYSTEM AND METHOD FOR DATA COLLECTION IN AN INFORMATION TECHNOLOGY ENVIRONMENT
U.S. Serial No. 11/805,873 Filed: May 24, 2007 U.S. Patent No. 7,822,710 Issued: October 26, 2010	METHOD AND SYSTEM FOR DATA COLLECTION
U.S. Serial No. 11/929,157 Filed: October 30, 2007 U.S. Patent No. 8,027,956 Issued: September 27, 2011	SYSTEM AND METHOD FOR PLANNING OR MONITORING SYSTEM TRANSFORMATIONS
U.S. Serial No. 13/022,778 Filed: February 8, 2011 U.S. Patent No. 8,635,592 Issued: January 21, 2014	METHOD AND SYSTEM FOR TAILORING SOFTWARE FUNCTIONALITY
U.S. Serial No. 13/796,132 Filed: March 12, 2013 U.S. Patent No. 9,280,581 Issued: March 8, 2016	METHOD AND SYSTEM FOR DETERMINATION OF DATA COMPLETENESS FOR ANALYTIC DATA CALCULATIONS

C. INNOTAS PATENTS

COUNTRY SERIAL NUMBER	TITLE/SHORT DESCRIPTION
UNITED STATES U.S. Serial No. 61/967,714 Filed: March 25, 2014	A RANDOMIZED FRAMEWORK TO OPTIMIZE THE SELECTION OF PROJECTS AND THE ALLOCATION OF RESOURCES WITHIN A STRUCTURED BUSINESS ORGANIZATION UNDER TIME, RESOURCE AND BUDGET CONSTRAINTS
UNITED STATES U.S. Serial No. 14/667,559 Filed: March 24, 2015 US Pub. No. 20150278736 Pub. Date: October 1, 2015	FRAMEWORK TO OPTIMIZE THE SELECTION OF PROJECTS AND THE ALLOCATION OF RESOURCES WITHIN A STRUCTURED BUSINESS ORGANIZATION UNDER TIME, RESOURCE AND BUDGET CONSTRAINTS
AUSTRALIA AU Appl. No. 2015236099 Filed: 3/25/2013	FRAMEWORK TO OPTIMIZE THE SELECTION OF PROJECTS AND THE ALLOCATION OF RESOURCES WITHIN A STRUCTURED BUSINESS ORGANIZATION UNDER TIME, RESOURCE AND BUDGET CONSTRAINTS
EUROPE EP Appl. No. 15768791.4 Filed: October 19, 2016	FRAMEWORK TO OPTIMIZE THE SELECTION OF PROJECTS AND THE ALLOCATION OF RESOURCES WITHIN A STRUCTURED BUSINESS ORGANIZATION UNDER TIME, RESOURCE AND BUDGET CONSTRAINTS
JAPAN Filed: September 28, 2016	FRAMEWORK TO OPTIMIZE THE SELECTION OF PROJECTS AND THE ALLOCATION OF RESOURCES WITHIN A STRUCTURED BUSINESS ORGANIZATION UNDER TIME, RESOURCE AND BUDGET CONSTRAINTS
KOREA KR Appl. No. 10-2016-7027126 Filed: March 25, 2015	FRAMEWORK TO OPTIMIZE THE SELECTION OF PROJECTS AND THE ALLOCATION OF RESOURCES WITHIN A STRUCTURED BUSINESS ORGANIZATION UNDER TIME, RESOURCE AND BUDGET CONSTRAINTS