

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4340438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EZSHIELD, INC.	03/28/2017
RECEIVING PARTY DATA	
Name:	PROSPECT CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	10 EAST 40TH STREET
Internal Address:	42ND FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	8346637
Patent Number:	8788377
Patent Number:	8793804
Patent Number:	8886687
Application Number:	13720950
Application Number:	13624848
Application Number:	13624866
Application Number:	13539285
Application Number:	13730751
Application Number:	13624823
Application Number:	13730717
Application Number:	13720921
Application Number:	13730736
Application Number:	13841693
Application Number:	14297596
Application Number:	14512347
Application Number:	29452721
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:	59297.050
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NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	03/28/2017
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of March 28, 2017 is made by each of the entities listed on the signature pages hereof (each, a "Grantor", and collectively, the "Grantors"), in favor of Prospect Capital Corporation, a Maryland corporation ("Prospect"), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

Introductory Statement

WHEREAS, pursuant to that certain Loan Agreement dated as of March 28, 2017 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") among EZSHIELD GROUP PARENT, LLC, a Delaware limited liability company (the "Parent"), as the initial "Borrower" prior to the consummation of the Closing Date Acquisition and the Borrower Assumption and as a Guarantor at all times thereafter, EZSHIELD PARENT, INC., a Delaware corporation (the "Borrower"), as the "Borrower" upon and after the consummation of the Closing Date Acquisition and the Borrower Assumption, the Guarantors party thereto from time to time, the Lenders from time to time party thereto, Prospect as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), and the Collateral Agent (the Collateral Agent together with the Administrative Agent, each an "Agent" and collectively the "Agents"), the Lenders have severally agreed to make Term Loans to the Borrower upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors and the Collateral Agent are party to that certain Guaranty and Security Agreement dated as of March 28, 2017 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement in favor of the Collateral Agent.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of

the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right in, to or under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR

CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS PATENT SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement *mutatis mutandis* as if fully set forth herein. This Patent Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

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

EZSHIELD, INC., as Grantor

By 

Name: Irina Krasik

Title: Vice President and Assistant Secretary

[Signature Page to Patent Security Agreement]

PATENT
REEL: 041766 FRAME: 0845

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

1. REGISTERED PATENTS

Owner	Canadian Patents	Patent No.	App. No.	Filing Date	Reg. Date	Status
EZShield, Inc.	Online Safety Deposit Box	CA 2731178	2731178	8/6/2009	11/1/2016	Issued

Owner	U.S. Patents	Patent No.	App. No.	Filing Date	Reg. Date	Status
EZShield, Inc.	System and method for providing recovery for victims of check fraud	8,346,637	11/328,362	1/9/2006	7/22/2014	Issued
EZShield, Inc.	System and method for providing recovery for victims of check fraud	8,788,377	10/685,206	10/14/2003	1/1/2013	Issued
EZShield, Inc.	Computer implemented method, computer system and nontransitory computer readable storage medium having HTTP module.	8,793,804	13/539,245	6/29/2012	7/29/2014	Issued
EZShield, Inc.	Online safety deposit box	8,886,687	13/057,158	10/3/2011	11/11/2014	Issued

2. PATENT APPLICATIONS

Owner	Canadian Patent Applications	App. No.	Filing Date	Reg. No.	Reg. Date	Status
EZShield, Inc.	System And Method For Providing Recovery For Victims Of Check Fraud	CA 2437875	8/19/2003	n/a	n/a	Lapsed
EZShield, Inc.	Identity Management System and Method Including Architecture for the Same	CA 2801659	1/9/2013	n/a	n/a	Pending
EZShield, Inc.	System And Method For Providing Recovery For Victims Of Checking Account Fraud	CA 2813198	4/17/2013	n/a	n/a	Pending

Owner	U.S. Patent Applications	Pub. No.	App. No.	Filing Date	Pub. Date	Status
EZShield, Inc.	System and Method for Providing Recovery for Victims of Check Fraud	20130110725	13/720,950	12/19/2012	5/2/2013	Pending
EZShield, Inc.	Core Gateway System And Method	20130179244	13/624,848	9/21/2012	7/11/2013	Pending
EZShield, Inc.	Provisional Subscriber System And Method	20130179360	13/624,866	9/21/2012	7/11/2013	Pending
EZShield, Inc.	Computer Implemented Method, Computer System And Nontransitory Computer Readable Storage Medium For Matching URL With Web Site	20130179552	13/539,285	6/29/2012	7/11/2013	Abandoned
EZShield, Inc.	Identity Management System And Method Including Architecture For The Same	20130179955	13/730,751	12/28/2012	7/11/2013	Pending
EZShield, Inc.	Data Processing Engine System And Method	20130179982	13/624,823	9/21/2012	7/11/2013	Pending
EZShield, Inc.	Secure Profile System And Method	20130179988	13/730,717	12/28/2012	7/11/2013	Pending
EZShield, Inc.	System and Method for Providing Recovery for Victims of Check Fraud	20130211984	13/720,921	12/19/2012	8/15/2013	Pending
EZShield, Inc.	Identity Alert Management System And Method	20130238518	13/730,736	12/28/2012	9/12/2013	Pending
EZShield, Inc.	System And Method For Providing Recovery For Victims Of Checking Account Fraud	20140122330	13/841,693	3/15/2013	5/1/2014	Pending
EZShield, Inc.	System And Method For Providing Recovery For Victims Of Check Fraud	20140289123	14/297,596	6/5/2014	9/25/2014	Pending
EZShield, Inc.	Online Safety Deposit Box	20150032782	14/512,347	10/10/2014	1/29/2015	Pending
EZShield, Inc.	Graphical interface for a display screen or portion thereof	n/a	29/452,721	4/19/2013	n/a	Pending

3. PATENT LICENSES

- a) Joint Marketing and License Agreement between EZShield, Inc. and Deluxe Corporation f/k/a Deluxe Enterprises Operations, Inc., dated as of March 3, 2008, as amended.
- b) Joint Marketing and License Agreement between EZShield, LLC (now EZShield, Inc.) and The Bradford Exchange Check Company, Ltd., dated June 18, 2007, as amended.
- c) Joint Marketing and License Agreement between EZShield, LLC (now EZShield, Inc.) and Direct Checks Unlimited Sales, Inc., dated September 15, 2006, as amended.
- d) Joint Marketing and License Agreement between EZShield Sales Co. and Davis + Henderson, Limited Partnership, dated May 19, 2010, as amended.
- e) Joint Marketing and License Agreement between EZShield, Inc. and Carousel Checks, Inc., dated July 22, 2009, as amended.
- f) Reseller Agreement between EZShield, Inc. and Harland Clarke Corp. dated October 17, 2013, as amended.
- g) Services Agreement between EZShield, Inc. and DISH Purchasing Corporation dated January 12, 2017.