

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4346194

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ACCESSO TECHNOLOGY GROUP PLC		03/30/2017
RECEIVING PARTY DATA		
Name:	LLOYDS BANK PLC, AS SECURITY AGENT	
Street Address:	DAVIDSON HOUSE, FORBURY SQUARE	
City:	READING	
State/Country:	ENGLAND	
Postal Code:	RG1 3EU	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	8239231	
Patent Number:	7046790	
Patent Number:	5978770	
Patent Number:	6748364	
Patent Number:	7516148	
Patent Number:	7895066	
Patent Number:	8396727	
Patent Number:	6813608	
Patent Number:	6889900	
Patent Number:	8779889	
Patent Number:	8606605	
Application Number:	14293041	
Application Number:	13760951	
Application Number:	14072493	
Application Number:	12778369	
Application Number:	10585697	
Application Number:	14421795	
Application Number:	15315712	
CORRESPONDENCE DATA		
PATENT		

Fax Number: (312)609-5005

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: 312-609-7943

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Correspondent Name: SYLVIA KOWALSKI

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ATTORNEY DOCKET NUMBER:	48237000004 - D. TORMEY
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NAME OF SUBMITTER:	SYLVIA KOWALSKI
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SIGNATURE:	/Sylvia Kowalski/
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DATE SIGNED:	03/30/2017
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Total Attachments: 6

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Second Amended and Restated Patent Security Agreement

Second Amended and Restated Patent Security Agreement, dated as of March 30, 2017 (this “*Agreement*”), by **ACCESSO TECHNOLOGY GROUP PLC** (the “*Pledgor*”), an English public limited company, in favor of **LLOYDS BANK PLC** in its capacity as Security Agent for and on behalf of the Finance Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Security Agent*”), an English public limited company.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Facilities Agreement originally dated March 14, 2016, as amended and restated on the date hereof, with the Security Agent and the other parties named therein (as heretofore or hereafter amended, amended and restated, modified or otherwise supplemented from time to time, the “*Credit Agreement*”); and

WHEREAS, the Pledgor is party to a Second Amended and Restated Security Agreement of even date herewith (as amended, amended and restated, modified or otherwise supplemented from time to time, the “*Security Agreement*”) in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Amended and Restated Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce (i) the Lenders to enter into the Credit Agreement and make the Loans and other financial accommodations to the Borrowers thereunder and (ii) the Bilateral Facility Lender to make available the Bilateral Facilities, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Amendment and Restatement. This Agreement amends and restates in its entirety that certain Amended and Restated Patent Security Agreement, dated March 14, 2016, made by the Pledgor in favor of the Security Agent (as heretofore amended, amended and restated, modified or otherwise supplemented from time to time, the “*Existing Patent Security Agreement*”), but is not a novation of the Existing Patent Security Agreement or evidence of payment of any portion of the Secured Obligations. All Secured Obligations, including but not limited to all amounts outstanding and all obligations due under the Credit Agreement, shall now be secured by this Agreement.

SECTION 2. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and defined in the Security Agreement or the Credit Agreement and used herein have the respective meanings given to them in the Security Agreement or, to the extent not defined in the Security Agreement, the Credit Agreement.

SECTION 3. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Security Agent a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patents made and 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. If any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 5. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not then due) and termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, Pledgor has caused this Second Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ACCESSO TECHNOLOGY GROUP PLC

By: 
Title: Chief Financial Officer

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

By: _____
Title

[Signature page to Second Amended & Restated Patent Security Agreement – Accesso Technology Group Plc]

IN WITNESS WHEREOF, Pledgor has caused this Second Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

ACCESSO TECHNOLOGY GROUP PLC

By: _____
Title

Accepted and Agreed:

LLOYDS BANK PLC,
as Security Agent

By:  _____
Title **K LACEY RELATIONSHIP MANAGER**

[Signature page to Second Amended & Restated Patent Security Agreement – Accesso Technology Group Plc]

SCHEDULE I
to
SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

OWNER	REGISTRATION NUMBER	TITLE
accesso Technology Group plc	8239231	Method for optimizing resource allocation
accesso Technology Group plc	7046790	A system, a device, a computer program product and a method for allocating resources to users
accesso Technology Group plc	5978770	Assigning and managing patron reservations for distributed services using wireless personal communication devices
accesso Technology Group plc	6748364	Assigning and managing patron reservations for distributed services using wireless personal communication devices
accesso Technology Group plc	7516148	Assigning and managing patron reservations for distributed services using wireless personal communication devices
accesso Technology Group plc	7895066	Assigning and managing patron reservations for distributed services using wireless personal communication devices
accesso Technology Group plc	8396727	Assigning and managing patron reservations for distributed services using wireless personal communication devices
accesso Technology Group plc	6813608	System and method for enhancing user experience in a wide-area facility having a distributed, bounded environment
accesso Technology Group plc	6889900	A method and system for electronic route planning and virtual queue handling
accesso Technology Group plc	8779889	Systems for regulating access to a resource
accesso Technology Group plc	8606605	Reservation management system and method

Patent Applications:

OWNER	APPLICATION NUMBER	TITLE
accesso Technology Group plc	14/293041	System and method for facilitating multiple attraction ticketing over a network
accesso Technology Group plc	13/760951	Assigning and managing patron reservations for distributed services using wireless personal communication devices
accesso Technology Group plc	14/072493	Reservation management system and method

OWNER	APPLICATION NUMBER	TITLE
accesso Technology Group plc	12/778369	Q-credits extensions
accesso Technology Group plc	10/585697	Queue management system and method
accesso Technology Group plc	14/421795	Queue management system
accesso Technology Group plc	15/315712	Queuing system