

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4487942

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ACTION CORPORATION	06/30/2017
	PARACCEL LLC	06/30/2017
	PERVASIVE SOFTWARE INC.	06/30/2017
	VERSANT SOFTWARE LLC	06/30/2017
RECEIVING PARTY DATA		
Name:	VIRTUS GROUP, LP	
Street Address:	3300 N INTERSTATE 35	
Internal Address:	SUITE 350	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78705	
PROPERTY NUMBERS Total: 42		
Property Type	Number	
Patent Number:	7840949	
Patent Number:	7743382	
Patent Number:	7725875	
Patent Number:	7181457	
Patent Number:	6988165	
Patent Number:	6996584	
Patent Number:	6820135	
Patent Number:	6795868	
Patent Number:	6195646	
Patent Number:	8429631	
Patent Number:	8528000	
Patent Number:	9201558	
Patent Number:	9430114	
Patent Number:	8782075	
Patent Number:	8682853	
Patent Number:	8244715	

PATENT

Property Type	Number
Patent Number:	8510291
Patent Number:	8924357
Patent Number:	9275110
Patent Number:	9141648
Patent Number:	9582539
Patent Number:	9251155
Patent Number:	9535932
Patent Number:	9239749
Patent Number:	9058357
Patent Number:	9244980
Patent Number:	9183254
Application Number:	13622882
Application Number:	14136508
Application Number:	14522876
Application Number:	14538028
Application Number:	14538032
Application Number:	14474682
Application Number:	14463992
Application Number:	14266775
Application Number:	14858957
Application Number:	15204343
Application Number:	62376189
Application Number:	15411993
Application Number:	13947086
Application Number:	13802648
Patent Number:	5822759

CORRESPONDENCE DATA

Fax Number: (704)503-2622

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.

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ATTORNEY DOCKET NUMBER:	18876.015112
NAME OF SUBMITTER:	VICKY BANTUG

SIGNATURE:	/Vicky Bantug/
DATE SIGNED:	07/01/2017
Total Attachments: 8 source=GSO_Actian - Executed Patent Security Agreement (6.30.17)#page1.tif source=GSO_Actian - Executed Patent Security Agreement (6.30.17)#page2.tif source=GSO_Actian - Executed Patent Security Agreement (6.30.17)#page3.tif source=GSO_Actian - Executed Patent Security Agreement (6.30.17)#page4.tif source=GSO_Actian - Executed Patent Security Agreement (6.30.17)#page5.tif source=GSO_Actian - Executed Patent Security Agreement (6.30.17)#page6.tif source=GSO_Actian - Executed Patent Security Agreement (6.30.17)#page7.tif source=GSO_Actian - Executed Patent Security Agreement (6.30.17)#page8.tif	

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of June 30, 2017, by ACTIAN CORPORATION, PARACCEL LLC, PERVASIVE SOFTWARE INC. and VERSANT SOFTWARE LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of VIRTUS GROUP, LP, not in its individual capacity but solely in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H :

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

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties 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 such Pledgor (in each case, other than Excluded Assets):

Patents of such Pledgor listed on Schedule I attached hereto; and

all Proceeds of any and all of the foregoing.

Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.


Counterparts. This Patent Security 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 Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


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

Very truly yours,

ACTION CORPORATION


By: 
Name: Gregg Hampton
Title: Chief Financial Officer

PERVASIVE SOFTWARE INC.

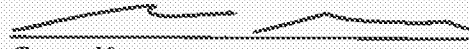
By: 
Name: Gregg Hampton
Title: President, Chief Financial Officer and Treasurer

PARACCEL LLC,
a Delaware limited liability company

By: Action Corporation, a Delaware corporation
its member

By: 
Name: Gregg Hampton
Title: Chief Financial Officer

VERSANT SOFTWARE LLC

By: 
Name: Gregg Hampton
Title: President

Accepted and Agreed:

VIRTUS GROUP, LP,
as Collateral Agent

By: 

Name:

Title:

SNR DIR

Signature Page to Patent Security Agreement - Actian

PATENT

REEL: 042881 FRAME: 0082

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Loan Party	Invention	Status	Date filed/granted
Action Corporation	Action Apps/CAP	Pending U.S. Patent No. 13/622,882	filed 9/19/2012
Action Corporation	Microadaptivity	Pending U.S. Patent No. 13/802,648	filed 3/13/2013
Versant Software LLC	Cache System	Registered U.S. Patent No. 5,822,759	13-Oct-98
Pervasive Software Inc.	System and method for data transformation using dataflow graphs	Registered U.S. Patent No. 7,840,949	23-Nov-10
Pervasive Software Inc.	System for deadlock condition detection and correction by allowing a queue ...	Registered U.S. Patent No. 7,743,382	22-Jun-10
Pervasive Software Inc.	Automated world wide web navigation and content extraction	Registered U.S. Patent No. 7,725,875	25-May-10
Pervasive Software Inc.	System and method for utilizing compression in database caches to facilitate ...	Registered U.S. Patent No. 7,181,457	20-Feb-07
Pervasive Software Inc.	System and method for intelligent write management of disk pages in cache ...	Registered U.S. Patent No. 6,988,165	17-Jan-06
Pervasive Software Inc.	System and method of maintaining functional client side data cache coherence	Registered U.S. Patent No. 6,996,584	7-Feb-06
Pervasive Software Inc.	Modeless event-driven data transformation	Registered U.S. Patent No. 6,820,135	16-Nov-04
Pervasive Software Inc.	System and method for event-driven data transformation	Registered U.S. Patent No. 6,795,868	21-Sep-04
Pervasive Software Inc.	System and method for facilitating the valuation and purchase of information	Registered U.S. Patent No. 6,195,646	27-Feb-01
Pervasive Software Inc.	System and Method for Data	Registered U.S. Patent No. 8,429,631	23-Apr-13

	Transformation using Dataflow Graphs		
Pervasive Software Inc.	Execution Environment for Data Transformation Applications	Registered U.S. Patent No. 8,528,000	2-Sep-13
Pervasive Software Inc.	System for Data Transformation Based on Visual Schema Mapping Language	Registered U.S. Patent No. 9,201,558	1-Dec-15
Pervasive Software Inc.	Data transformation system, graphical mapping tool, and method for creating a schema map	Registered U.S. Patent No. 9,430,114	8/30/2016
Pervasive Software Inc.	System and Method for Software Application Usage Metering Using Data Store	Pending U.S. Patent No. 14/136,508	Filed 12/26/2012
ParAccel LLC	Query Handling in Databases with Replicated Data	Registered U.S. Patent No. 8,782,075	15-Jul-14
ParAccel LLC	Storage Performance Optimization	Registered U.S. Patent No. 8,682,853	25-Mar-14
ParAccel LLC	System and Method for Processing Database Queries	Registered U.S. Patent No. 8,244,715	14-Aug-12
ParAccel LLC	System and Method for Processing Database Queries	Registered U.S. Patent No. 8,510,291	13-Aug-13
ParAccel LLC	Storage Performance Optimization	Registered U.S. Patent No. 8,924,357	30-Dec-14
ParAccel LLC	Disk-Based Hash Join Process	Registered U.S. Patent No. 9,275,110	1-Mar-16
ParAccel LLC	Management of Database Blocks	Registered U.S. Patent No. 9,141,648	22-Sept-15
ParAccel LLC	Optimizing Database Queries Using Reusable Subqueries	Registered U.S. Patent No. 9,582,539	28-Feb-17
ParAccel LLC	Maintaining Sort Order of Data in Databases	Registered U.S. Patent No. 9,251,155	2-Feb-16
ParAccel LLC	Backup and Restore of Databases	Registered U.S. Patent No. 9,535,932	3-Jan-17
ParAccel LLC	Network Fault Detection and Reconfiguration	Registered U.S. Patent No. 9,239,749	16-Jan-16
ParAccel LLC	Strategies for	Registered U.S. Patent No. 9,058,357	16-June-15

	Prefetching Database Blocks		
ParAccel LLC	Strategies for Pushing Out Database Blocks from Cache	Registered U.S. Patent No. 9,244,980	26-Jan-16
ParAccel LLC	Optimizing Database Queries Using Subquery Composition	Registered U.S. Patent No. 9,183,254	10-Nov-15
ParAccel LLC	System and Method for Processing Database Queries	Pending U.S. Patent No. 13/947,086	Filed 7/21/2013
ParAccel LLC	Physical Planning of Database Queries Using Partial Solutions	Pending U.S. Patent No. 14/522,876	Filed 12/1/2013
ParAccel LLC	Limiting Plan Choices for Database Queries using Plan Constraints	Pending U.S. Patent No. 14/538,028	Filed 11/27/2013
ParAccel LLC	Rewrite Constraints For Database Queries	Pending U.S. Patent No. 14/538,032	Filed 11/27/2013
ParAccel LLC	Prioritizing Statistics Estimation in Databases	Pending U.S. Patent No. 14/474,682	Filed 12/1/2013
ParAccel LLC	Scheduling Database Queries Based on Elapsed Time of Queries	Pending U.S. Patent No. 14/463,992	Filed 11/27/2013
Action Corporation	Customizing Backup and Restore of Databases	Pending U.S. Patent No. 14/266,775	Filed 4/30/2014
Action Corporation	Optimizing Database Queries Using Subquery Composition	Pending U.S. Patent No. 14/858,957. Notice of allowance received from Patent Office	Filed 9/18/15
Pervasive Software Inc.	Data Transformation System, Graphical Mapping Tool, and Method for Creating a Schema Map	Pending U.S. Patent No. 15/204343	Filed July 7, 2016
Action Corporation	Processing Database Queries Based on External Tables	Pending U.S. Patent No. 62/376,189	Filed 8/17/16
Action Corporation	Global Context in User Defined Functions for Parallel Databases	Pending U.S. Patent No. 15/411,993	Filed 1/21/17