

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4503805

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AL DENTE MERGER SUB, INC.	07/14/2017
UPSERVE, INC.	07/14/2017
AL DENTE HOLDINGS, INC.	07/14/2017
AL DENTE INTERMEDIATE HOLDINGS, LLC	07/14/2017
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS COLLATERAL AGENT
Street Address:	3003 TASMAN DRIVE
Internal Address:	HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14715386
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	800-494-5225
Email:	ipteam@coagencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F171362
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	07/14/2017
Total Attachments: 5	

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of July 14, 2017 (this “**Patent Security Agreement**”), is made by the Pledgor that is a signatory hereto (the “**Pledgor**”), in favor of **SILICON VALLEY BANK**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the “**Collateral Agent**”), pursuant to that certain Credit Agreement, dated as of July 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **AL DENTE MERGER SUB, INC.**, a Delaware corporation (“**Merger Sub**”), and upon consummation of the Closing Date Acquisition, **UPSERVE, INC.**, a Delaware corporation (“**Target**”), as the surviving entity after giving effect to the Closing Date Acquisition (the “**Borrower**”), **AL DENTE HOLDINGS, INC.**, a Delaware corporation (“**Intermediate Holdings**”), as a Guarantor, **AL DENTE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), as a Guarantor, each of the other Guarantors from time to time party thereto, and the Lenders from time to time party thereto.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is 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 Pledgor hereby agrees 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The 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 the Pledgor, in each case excluding Excluded Property (collectively, the “**Patent Collateral**”):

- (a) all Patents of the Pledgor, including, without limitation, the United States Patents and Patent applications listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. 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 the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral 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.

SECTION 4. Termination. Upon the Termination of Secured Obligations, , the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. 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. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the 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.

PLEDGOR:

UPSERVE, INC.,
a Delaware corporation

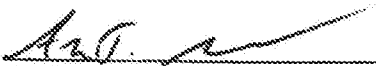
By: Sean Lannan
Name: Sean Lannan
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 043006 FRAME: 0028

Accepted and Agreed:

SILICON VALLEY BANK,
as Collateral Agent

By: 
Name: Andrew T. Merget
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 043006 FRAME: 0029

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Patent #</u>	<u>Grant Date</u>	<u>Application Number</u>	<u>Application Date</u>
SYSTEMS AND METHODS FOR IDENTIFYING CUSTOMERS USING PAYMENTS DATA	Pending	USA	n/a	n/a	14/715,386	5/18/15