

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4506703

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DMTI SPATIAL INC.	07/11/2017
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
Internal Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14610712
Application Number:	15008698
Application Number:	15010745
Application Number:	15008675
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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:	215-569-5619
Email:	PECSENYE@BLANKROME.COM
Correspondent Name:	TIMOTHY D. PECSENYE
Address Line 1:	BLANK ROME LLP
Address Line 2:	ONE LOGAN SQUARE
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-16054
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/17/2017
Total Attachments: 6	

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 11th day of July, 2017, between DMTI SPATIAL INC., an Ontario corporation ("Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Security Agreement and Guaranty dated as of August 26, 2016, as amended by that certain First Amendment to Revolving Credit, Term Loan, Security and Guarantee dated as of January 24, 2017 and that certain Second Amendment and Joinder to Revolving Credit, Term Loan, Security Agreement and Guaranty dated as of the date hereof (the "Amendment and Joinder") (collectively, as may be further amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among SCP-DMP ACQUISITION, LLC, a Delaware limited liability company ("Holdings"), 2583930 ONTARIO INC., an Ontario corporation, Grantor, DIGITAL MAP PRODUCTS, INC., a Delaware corporation ("Digital Map"), such other Persons as may hereafter become Borrowers thereunder, the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Amendment and Joinder, Grantor has become a Loan Party under the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor obtains rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any

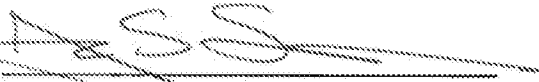
particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

DMTI SPATIAL INC.

By: 

Name: James Skurzynski

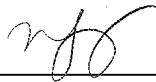
Title: Chief Executive Officer and Authorized Representative

Signature Page to Patent Security Agreement

PATENT
REEL: 043024 FRAME: 0438

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Naish Panjwani
Title: Vice President, Relationship Manager

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

<u>Patent Name</u>	<u>Application Filing Date</u>	<u>U.S. Patent Application Serial No.</u>	<u>U.S. Patent Publication No.</u>	<u>Canadian Application No./Filing Date</u>	<u>European Application No./Filing Date</u>
Postal Fabric Generation	January 30, 2015	14/610712	20160224992A1	CA2919350A1 July 30, 2016	EP3051472A1 August 3, 2016
Method and Apparatus for Postal Address Matching	January 28, 2016	15/008,698	Unpublished	2,956,158 January 26, 2017	17153492.8 January 27, 2017
Method and Apparatus for Identifying One or More Territories	January 28, 2016	15/010,745	Unpublished	2,956,243 January 26, 2017	17153496.9 January 27, 2017
Method and Apparatus for Comparing Different Types of Data	January 28, 2016	15/008,675	Unpublished	2,956,155 January 26, 2017	17153491.0 January 27, 2017