

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4523692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
VIEWPOINT, INC.	07/21/2017
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS THE COLLATERAL AGENT UNDER THE SECOND LIEN CREDIT AGREEMENT
Street Address:	11 MADISON AVE, 23RD FLOOR
Internal Address:	ATTN: LOAN OPERATIONS BOUTIQUE MANAGEMENT
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9679089
Application Number:	15443844
Application Number:	14491844
Application Number:	14491838
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@cogencyglobal.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:	F171641 PAT 2ND LIEN
NAME OF SUBMITTER:	JONATHAN LARSON
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	07/27/2017

Total Attachments: 5

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of July 21, 2017 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time), among VIEWPOINT, INC., a Delaware limited liability company (the "Company"), the Lenders from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and a Lender, and the other parties party thereto, and (ii) the exercise of any right or remedy by the Second Priority Representative hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement, dated as of July 21, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Company, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and as Representative for the Second Priority Debt Parties, and each additional Second Priority Representative and Senior Representative from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

**SECOND LIEN GRANT OF
SECURITY INTEREST IN PATENT**

This SECOND LIEN GRANT OF SECURITY INTEREST IN PATENT, dated as of July 21, 2017 (this "Agreement"), is made by Viewpoint, Inc., a Delaware corporation (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 21, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Viewpoint, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent, the Collateral Agent and a Lender, and the other parties from time to time party thereto, the Lenders have severally agreed to make their respective Loans to the Borrower and its subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of July 21, 2017 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Patents, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective Loans to the Borrower and its Subsidiaries, as applicable, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.
2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Patents, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations.
3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.
4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Patents of such Grantor under this Second Lien Grant of Security Interest in Patents.
5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.
7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VIEWPOINT, INC.,
as a Grantor

By: E. Kotzabasakis
Name: Emmanouil Kotzabasakis
Title: Chief Executive Officer and President

{Signature Page to Grant of Security Interest in Patent (Second Lien)}

PATENT
REEL: 043119 FRAME: 0130

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Joan Park
Title: Authorized Signatory

SCHEDULE A

U.S. PATENTS AND PATENT APPLICATIONS

Grantor	Patent Title	Application Number	Publication Number	Patent Number
Viewpoint, Inc.	Methods and Systems for Mapping and Processing Building Information Modeling (BIM)-Based Data	14/491,782	US-2015-0088916-A1	9,679,089
Viewpoint, Inc.	System and Method Linking Building Information Modeling and Enterprise Resource Planning	15/443,844	US-2017-0169374-A1	
Viewpoint, Inc.	Methods and Systems for Processing Building Information Modeling (BIM)- Based Data	14/491,844	US-2015-0088467-A1	
Viewpoint, Inc.	Methods and Systems for Generating User Interface for Processing Building Information Modeling (BIM)- Based Data	14/491,838	US-2015-0089344-A1	