

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4573180

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SPARTA SYSTEMS, INC.	08/21/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION	
<b>Street Address:</b>	1100 N. MARKET STREET	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19890	
<b>PROPERTY NUMBERS Total: 12</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7266764	
Patent Number:	7409398	
Patent Number:	7257705	
Patent Number:	7076727	
Patent Number:	7516161	
Patent Number:	7703021	
Patent Number:	7925527	
Patent Number:	7216132	
Patent Number:	7627581	
Application Number:	14627071	
Application Number:	14036716	
Application Number:	15489262	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)862-2200	
<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>		
<b>Phone:</b>	3128622000	
<b>Email:</b>	rob.soneson@kirkland.com	
<b>Correspondent Name:</b>	ROB SONESON	
<b>Address Line 1:</b>	300 N. LASALLE	
<b>Address Line 2:</b>	KIRKLAND & ELLIS LLP	

PATENT

<b>Address Line 4:</b> CHICAGO, ILLINOIS 60654	
<b>ATTORNEY DOCKET NUMBER:</b>	11805-62-RFS
<b>NAME OF SUBMITTER:</b>	ROB SONESON
<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	08/30/2017
<b>Total Attachments: 6</b> source=KKR - Project Sparta - 2L Patent Security Agreement (executed)_LEGAL#page1.tif source=KKR - Project Sparta - 2L Patent Security Agreement (executed)_LEGAL#page2.tif source=KKR - Project Sparta - 2L Patent Security Agreement (executed)_LEGAL#page3.tif source=KKR - Project Sparta - 2L Patent Security Agreement (executed)_LEGAL#page4.tif source=KKR - Project Sparta - 2L Patent Security Agreement (executed)_LEGAL#page5.tif source=KKR - Project Sparta - 2L Patent Security Agreement (executed)_LEGAL#page6.tif	

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 21, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG JEFFRIES FINANCE LLC, AS THE FIRST LIEN AGENT, AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

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## SECOND LIEN PATENT SECURITY AGREEMENT

This **SECOND LIEN PATENT SECURITY AGREEMENT**, dated as of August 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this "**Patent Security Agreement**"), is made by Sparta Systems, Inc., a New Jersey corporation ("**Grantor**") in favor of Wilmington Trust, National Association as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

**WHEREAS**, Grantor is party to that certain Second Lien Security Agreement dated as of August 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the other grantors party thereto and the Administrative Agent, pursuant to which Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

- (i) all Patents, including, but not limited to, those listed on Schedule A hereto,

(ii) all claims for damages and injunctive relief, and rights to sue or otherwise recover, for any past, present or future infringements or other violations thereof, and

(iii) to the extent not otherwise included, all Proceeds, products, accessions, rents, profits, income, royalties or other payments now or hereafter due and payable with respect to any and all of the foregoing;

*provided* that the Patent Collateral shall not include any Excluded Assets.

### **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 Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. RECORDATION**

Grantor hereby authorizes and requests that the Commissioner for Patents and any other applicable government officer or relevant governmental authority record this Patent Security Agreement.

### **SECTION 5. TERMINATION**

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

### **SECTION 6. Governing Law**

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### **SECTION 7. Counterparts**

This Patent Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

SPARTA SYSTEMS, INC., as a Grantor



By: \_\_\_\_\_

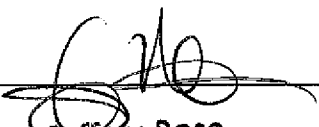
Name: Eileen Martinson

Title: President and Chief Executive Officer

[Signature Page to Second Lien Patent Security Agreement]

**ACCEPTED AND ACKNOWLEDGED BY:**

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: Jeffery Rose  
Vice President

**SCHEDULE A**  
**to**  
**SECOND LIEN PATENT SECURITY AGREEMENT**

**PATENTS**

<b>Grantor</b>	<b>Patent</b>	<b>Patent No.</b>	<b>Filing Date</b>
Sparta Systems, Inc.	Graphical user interface for automated process control	10/036,591 7266764	11/07/2001 09/04/2007
Sparta Systems, Inc.	Techniques for providing audit trails of configuration changes	10/438,581 7409398	05/15/2003 08/05/2008
Sparta Systems, Inc.	Method for preserving changes made during a migration of a system's configuration to a second configuration	10/715,278 7257705	11/17/2003 08/14/2007
Sparta Systems, Inc.	Configuring activities to perform operations on user-defined fields	10/022,104 7076727	12/13/2001 07/11/2006
Sparta Systems, Inc.	Administrative triggers	10/928,033 7516161	08/27/2004 04/07/2009
Sparta Systems, Inc.	Defining user access in highly configurable systems	10/444,323 7703021	05/23/2003 04/20/2010
Sparta Systems, Inc.	Process control system utilizing a database system to monitor a project's progress and enforce a workflow of activities within the project	10/117,387 7925527	04/05/2002 04/12/2011
Sparta Systems, Inc.	System and method for automated process control	09/930,698 7216132	08/15/2001 05/08/2007

Sparta Systems, Inc.	System and method for automated process control	1/668,669	01/30/2007
		7627581	12/01/2009

**PATENT APPLICATIONS**

<b>Grantor</b>	<b>Patent</b>	<b>Application No.</b>	<b>Filing Date</b>
Sparta Systems, Inc.	Systems and Methods for Common Exchange of Quality Data Between Disparate Systems	14/627,071	02/20/2015
Sparta Systems, Inc.	Systems and Methods of Supplier Quality Management	14/036,716	09/25/2013
Sparta Systems, Inc.	Systems and Methods for Functional Test Case Generation	15/489,262	04/17/2017