

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4636116

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	BCC SOFTWARE, LLC	10/11/2017
RECEIVING PARTY DATA		
Name:	ABACUS FINANCE GROUP, LLC, AS AGENT	
Street Address:	6 EAST 43RD STREET	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8515877
CORRESPONDENCE DATA		
Fax Number:	(617)574-3546	
<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:	617-571-3518	
Email:	smordas@goulstonstorrs.com	
Correspondent Name:	STACEY MORDAS	
Address Line 1:	C/O GOULSTON & STORRS PC	
Address Line 2:	400 ATLANTIC AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
NAME OF SUBMITTER:	STACEY A. MORDAS	
SIGNATURE:	/s/ Stacey A. Mordas	
DATE SIGNED:	10/11/2017	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (the "Agreement"), dated as of October 11, 2017, is made by BCC SOFTWARE, LLC, a Delaware limited liability company ("Grantor"), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, BCC Group Holdings, Inc., a Delaware corporation, Agent and the Lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Secured Parties have severally agreed to extend credit to Grantor, as a Borrower under the Credit Agreement;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this 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 Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby pledges, assigns and grants to Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, 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 its Patents, including those referred to on Schedule 1 hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations of and amendments to the foregoing; and
- (c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, products, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future

infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Agreement.

[signature pages follow]

The undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

BCC SOFTWARE, LLC

By: 

Name: Stefan Sigurdson

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 

Name: Sean McKeever

Title: Managing Director and Chief Operating Officer

[Signature Page to Patent Security Agreement (Abacus/BCC 2017)]

PATENT
REEL: 043839 FRAME: 0613

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Grantor	Patent Name	Patent Number	Issue Date
BCC Software LLC	Mail Transportation Processing	8515877	8/20/2013