

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4625525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
LITHIUM TECHNOLOGIES, LLC	10/03/2017

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BDC, INC., AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282

PROPERTY NUMBERS Total: 22

Property Type	Number
Patent Number:	7979369
Patent Number:	8412657
Patent Number:	8886580
Patent Number:	9105044
Patent Number:	9141997
Patent Number:	9229702
Patent Number:	9338186
Patent Number:	9483802
Patent Number:	9619531
Application Number:	14798159
Application Number:	14798171
Application Number:	15336881
Application Number:	15336896
Application Number:	14929209
Application Number:	14824021
Application Number:	15018787
Application Number:	14702696
Application Number:	13900878
Application Number:	14035166
Application Number:	14627151

PATENT

Property Type	Number
Application Number:	14852965
Application Number:	15581795

CORRESPONDENCE DATA

Fax Number: (213)891-8763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 055771-0004

NAME OF SUBMITTER: RHONDA DELEON

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 10/04/2017

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of October 3, 2017 (this "Patent Security Agreement"), is made by the signatory hereto listed under "Pledgor" (the "Pledgor"), in favor of Goldman Sachs BDC, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of October 3, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Lithium Technologies, LLC, a Delaware limited liability company (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

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, restated, amended and restated, supplemented, waived, renewed, replaced 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 (subject to Permitted Liens) all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; 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. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. 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 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *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:

LITHIUM TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: Robert Tarkoff
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 044117 FRAME: 0165

Accepted and Agreed:

GOLDMAN SACHS BDC, INC.,
as Collateral Agent

By:  _____

Name: *Brandon McGovern*

Title: *Authorized Signatory*

[Signature Page to Patent Security Agreement]

PATENT
REEL: 044117 FRAME: 0166

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

Title	Serial Number/Patent Number	Filing Date/Issue Date	Status
Classification of Digital Content Using Aggregate Scoring	7,979,369	7/12/2011	Patented
Classification of Digital Content Using Aggregate Scoring	8,412,657	4/2/2013	Patented
Classification of Digital Content Using Aggregate Scoring By A Grid Load Balancer Configured To Assign Content To Different Content Analysis Engines Based On Content Identifications Of A Semantics Processor	8,886,580	11/11/2014	Patented
Gamification for Online Social Communities	9,105,044	8/11/2015	Patented
System and Method for Providing a Social Customer Care System	9,141,997	9/22/2015	Patented
Systems and Methods for Application Plugin Deployment for Websites	9,229,702	1/5/2016	Patented
Systems and Methods for Implementing Custom Privacy Settings	9,338,186	5/10/2016	Patented
System and Method for Providing a Social Customer Care System	9,483,802	11/1/2016	Patented
Device, Method & User Interface for Determining a Correlation between a Received Sequence of Numbers and Data that Corresponds to Metrics	9,619,531	4/11/2017	Patented

United States Patent Applications:

Title	Application Number	Filing Date	Status
System and Method for Providing a Social Customer Care System	14/798,159	7/13/2015	Pending Unpublished

Title	Application Number	Filing Date	Status
System and Method for Providing a Social Customer Care System	14/798,171	7/13/2015	Pending Unpublished
System and Method for Providing a Social Customer Care System	15/336,881	10/28/2016	Pending Unpublished
System and Method for Providing a Social Customer Care System	15/336,896	10/28/2016	Pending Unpublished
Systems and Methods to Monitor Health of Online Social Communities	14/929,209	10/30/2014	Pending
Gamification for Online Social Communities	14/824,021	8/11/2015	Pending
Gamification for Online Social Communities	15/018,787	2/8/2016	Pending
System and Method of Providing a Content Discovery Platform for Optimizing Social Network Engagements	14/702,696	5/2/2015	Pending
Dynamic Information Streams in a Social Network Platform	13/900,878	5/23/2013	Pending
Dynamic Information Streams in a Social Network Platform	14/035,166	9/24/2013	Pending
Domain Generic Large Scale Topic Expertise & Interest Mining Across Multiple Online Social Networks	14/627,151	2/20/2015	Pending
System and Apparatus for an Application Agnostic User Search Engine	14/852,965	9/14/2015	Pending
System and Method of Providing a Platform for Managing Data Content Campaign on Social Networks	15/581,795	4/28/2017	Pending