

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4726989

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
MITCHELL INTERNATIONAL, INC.		12/01/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	520 MADISON AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10022	
<b>PROPERTY NUMBERS Total: 22</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	8694556	
Patent Number:	8200707	
Patent Number:	7953615	
Patent Number:	6157923	
Application Number:	14675372	
Application Number:	13668202	
Patent Number:	8600769	
Application Number:	15421972	
Application Number:	14630241	
Application Number:	14221183	
Application Number:	15680575	
Patent Number:	7890356	
Application Number:	14058128	
Application Number:	15696078	
Patent Number:	9542660	
Application Number:	15616536	
Application Number:	15623105	
Application Number:	62571923	
Application Number:	15487379	
Application Number:	62573013	

PATENT

Property Type	Number
Application Number:	62573020
Application Number:	62573246

#### CORRESPONDENCE DATA

**Fax Number:** (800)914-4240

*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.*

**Phone:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** JAMES MURRAY

**Address Line 1:** 4400 EASTON COMMONS WAY, SUITE 125

**Address Line 2:** CT CORPORATION

**Address Line 4:** COLUMBUS, OHIO 43219

<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	12/11/2017
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#### Total Attachments: 8

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RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Mitchell International, Inc.

2. Name and address of receiving party(ies)

Name: Jefferies Finance LLC, as Collateral Agent

Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 1, 2017

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Second Lien Security Agreement

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10022

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY

Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 22

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Elaine Carrera

Signature

December 1, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

GRANT OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of December 1, 2017, is made by MITCHELL INTERNATIONAL, INC., a Delaware corporation (the “Grantor” and “Borrower”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of November 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MIH PARENT, INC., a Nevada corporation (“Holdings”), the Borrower, the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) KKR LOAN ADMINISTRATION SERVICES LLC, as the Administrative Agent, and JEFFERIES FINANCE LLC, as the Collateral Agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of December 1, 2017 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, Grantor agrees, for the benefit of the Collateral Agent and 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 and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Patents 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 the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) 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. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. 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 Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

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.

MITCHELL INTERNATIONAL, INC.,  
as the Grantor

By:   
Name: Elias Olmeta  
Title: Treasurer

JEFFERIES FINANCE LLC,  
as the Collateral Agent

By:   
Name: Brian Buoye  
Title: Managing Director

[Signature Page to Grant of Security Interest in Patent Rights]

**PATENT**  
**REEL: 044823 FRAME: 0684**

**SCHEDULE A****U.S. Patent Registrations and Applications**

<b>Owner</b>	<b>Registration/Serial Number</b>	<b>Title</b>
Mitchell International, Inc.	8694556	Compliance manager
Mitchell International, Inc.	8200707	Compliance manager
Mitchell International, Inc.	7953615	System and method of administering, tracking and managing of claims processing
Mitchell International, Inc.	6157923	Query processing based on associated industry codes
Mitchell International, Inc.	14/675,372	Claims Categorization in a Workflow
Mitchell International, Inc.	13/668,202	Estimating Market-Driven Medical Facility Rates and/or Charges
Mitchell International, Inc.	8600769	Medical Bill Analysis and Review
Mitchell International, Inc.	15/421,972	Methods for Improving Automated Damage Appraisal And Devices Thereof
Mitchell International, Inc.	14/630,241	Method of Optimizing Automated Management of Third Party Insurance Claim Processing and Devices Thereof
Mitchell International, Inc.	14/221,183	Method of Classifying a Bill



<b>Owner</b>	<b>Registration/Serial Number</b>	<b>Title</b>
Mitchell International, Inc.	15/680,575	Methods for Vehicle Valuation Utilizing Automated Integration of Build Sheet and Devices Thereof
Mitchell International, Inc.	7890356	Reasonable Value Self Insured Medical Benefit Plan
Mitchell International, Inc.	14/058,128	System and Method of Automatically Allocating Tasks
Mitchell International, Inc.	15/696,078	Automatically Generating Links for Data Packets in an Electronic System
Mitchell International, Inc.	9542660	Work Process Collaboration Management
Mitchell International, Inc.	15/616,536	Automatically Generating Links for Data Packets in an Electronic System
Mitchell International, Inc.	15/623,105	System Allocating Links for Data Packets in an Electronic System
Mitchell International, Inc.	62/571,923	Methods for Automated Evaluation and Processing of a Selected Portion of an Electronic Invoice and Devices Thereof
Mitchell International, Inc.	15/487,379	Systems and Methods for Use of Diagnostics Scan Tool in Automotive Collision Repair
Mitchell International, Inc.	62/573,013	Methods for Analyzing Insurance Data and Devices Thereof
Mitchell International, Inc.	62/573,020	Methods for Predictive Estimation of Repair Lines Based on Historical Data and Devices Thereof

Owner	Registration/Serial Number	Title
Mitchell International, Inc.	62/573,246	Methods for Identifying and Preventing Fraudulent Medical Data Devices Thereof