

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4853211

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Q-BIZ SOLUTIONS, LLC	03/05/2018
RECEIVING PARTY DATA	
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12330414
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<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:	312.577.8034
Email:	OSCAR.RUIZ@KATTENLAW.COM
Correspondent Name:	OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	214338-352
NAME OF SUBMITTER:	OSCAR RUIZ
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	03/06/2018
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 5, 2018, between Q-Biz Solutions, LLC, a Virginia limited liability company (the “Grantor”), and Madison Capital Funding LLC, as administrative agent and as collateral agent (in its capacities as administrative agent and collateral agent, together with its successors (including, for the avoidance of doubt, its assigns as permitted under the Loan Documents (as defined in the Credit Agreement referred to below)) in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Grantor owns the Patent Collateral (as defined below);

WHEREAS, Flash Acquisition, Inc., a Delaware corporation (the “Borrower”), Flash Intermediate, Inc. (“Holdings”), the Subsidiary Guarantors (as defined the Credit Agreement referred to below) from time to time party thereto, the Administrative Agent and the Lenders (as defined the Credit Agreement referred to below) from time to time party thereto, are parties to that certain Credit Agreement, dated as of October 2, 2017 (including all exhibits and schedules hereto, as amended by the First Amendment to Credit Agreement dated as of the date hereof, and as may be further, amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of October 2, 2017, as supplemented by the Security Agreement Supplement dated as of the date hereof and as may be further amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified in writing from time to time, the “Security Agreement”), among the Borrower, the other Grantors (solely for this purpose, as defined therein) from time to time party thereto and the Administrative Agent, and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, capitalized terms used but not otherwise defined herein have, as used herein, the respective meanings provided for in the Credit Agreement or the Security Agreement, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement and the other Loan Documents, the Grantor hereby grants to the Administrative Agent, to secure the Secured Obligations, a security interest in all of the Grantor’s right, title and interest in the Patents (as such term is defined in the Security Agreement) including the patents and patent applications listed on the annexed Exhibit A, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof, other than Excluded Assets (as defined in the Credit Agreement referred to in the Security Agreement) (the “Patent Collateral”).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE PATENT COLLATERAL TO THE EXTENT SUCH PATENT COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Patent Collateral pursuant to Section 24 of the Security Agreement, the Administrative Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) to evidence such

termination or release of the Patent Collateral, in each case, in accordance with the terms of the Credit Agreement.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral 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 of any conflict between the provisions of this Patent Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

The parties hereto acknowledge and agree that this Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York without regard to conflicts of law principles (other than Section 5-1401 of the New York General Obligations Law and other than any mandatory provisions of the Code relating to the law governing perfection and the effect of perfection or priority of security interests).

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

Q-BIZ SOLUTIONS, LLC

By: 

Name: Krassen Draganov

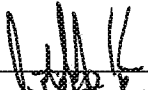
Title: President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 045121 FRAME: 0233

Acknowledged:

MADISON CAPITAL FUNDING LLC,
as Administrative Agent

By:  _____
Name: *Will Karzynski*
Title: *Vice President*

[Signature Page to Patent Security Agreement]

PATENT
REEL: 045121 FRAME: 0234

EXHIBIT A

PATENTS

<u>Application No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Publish Date</u>	<u>Title</u>
12/330,414	Jayne C. Thompson	U.S.	2/14/2012	Private Equity Accounting and Reporting System and Method

PATENT APPLICATIONS

N/A

[Signature Page to Patent Security Agreement]