504798595 02/28/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4845327

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

CONVEYING PARTY DATA

Name	Execution Date
INNOGRAPHY, INC.	02/28/2018

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	12189311
Application Number:	11731377
Application Number:	12415565
Application Number:	11731376
Application Number:	11731471
Application Number:	11731349
Application Number:	12544738
Application Number:	12983169
Application Number:	13956248
Application Number:	14261820
Application Number:	14281645
Application Number:	14316305

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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: 6463667120

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Correspondent Name: DANIEL GOLD/WHITE & CASE LLP
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504798595 REEL: 045472 FRAME: 0957

PATENT

ATTORNEY DOCKET NUMBER: 4455735-0016-N997			
NAME OF SUBMITTER:	DANIEL GOLD		
SIGNATURE:	/Daniel Gold/		
DATE SIGNED:	02/28/2018		
Total Attachments: 5			
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "Patent Security Agreement"), dated as of February 28, 2018, is made by Innography, Inc. (the "Grantor") in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to that certain Security Agreement dated as of November 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including pursuant to the Security Agreement Supplement dated the date hereof among the Grantor, the other grantors party thereto and the Collateral Agent, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, the IP Collateral of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under its Patents, including the Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the "Patent Collateral"); provided that "Patent Collateral" shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

- SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.
- SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.
- SECTION 5. <u>Security Agreement</u>. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that

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any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POSTJUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

INNOGRAPHY, INC.

By:

Name: Simon Webster

Title: Director

[Signature Page to Patent Security Agreement - Innography, Inc.]

Accepted and Agreed:

JEFFERIES FINANCE LLC., as Collateral Agent

Paul Unit Name: Paul Chisholm Title: Managing Overchor

[Signature Page to Patent Security Agreement -- Innegraphy]

Schedule A

<u>Owner</u>	Application Number / Patent Number	Title	Filing Date
Innography, Inc.	12189311	System and method of applying globally unique identifiers to relate distributed data sources	08/11/2008
Innography, Inc.	11731377	System and method of goal- oriented searching	03/30/2007
Innography, Inc.	12415565	System to provide search results via a user-configurable table	03/31/2009
Innography, Inc.	11731376	System and methods of searching data sources	03/30/2007
Innography, Inc.	11731471	SYSTEM AND METHOD OF PRESENTING SEARCH RESULTS	03/30/2007
Innography, Inc.	11731349	System and methods of automatic query refinement	03/30/2007
Innography, Inc.	12544738	SYSTEM AND METHODS OF RELATING TRADEMARKS AND PATENT DOCUMENTS	08/20/2009
Innography, Inc.	12983169 12/31/2010	Computer Readable Medium, Systems, and Methods of Detecting a Discrepancy in a Chain-of-title of an Asset	12/31/2010
Innography, Inc.	13956248	Semantic Search System Interface and Method	07/31/2013
Innography, Inc.	14261820	System and Method of Mapping Products to Patents	04/25/2014
Innography, Inc.	14281645	Configurable Patent Strength Calculator	05/19/2014
Innography, Inc.	14316305	SYSTEM AND METHOD OF GENERATING A SET OF SEARCH RESULTS	06/26/2014

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