504870314 04/16/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4917054

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CONSILIO, LLC	04/16/2018
ADVANCED DISCOVERY INC.	04/16/2018
ALTEP, INC.	04/16/2018
FASTLINE TECHNOLOGIES, LLC	04/16/2018

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
Internal Address:	19TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	62632518
Application Number:	62632517
Application Number:	62526431
Application Number:	15874696
Patent Number:	9424321
Patent Number:	9886488
Patent Number:	9344390

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: FOUR TIMES SQUARE MONIQUE L. RIBANDO

Address Line 4: NEW YORK, NEW YORK 10036

PATENT REEL: 045551 FRAME: 0973

504870314

ATTORNEY DOCKET NUMBER:	131650/31
NAME OF SUBMITTER:	ANDREW ALVAREZ
SIGNATURE:	/Andrew Alvarez/
DATE SIGNED:	04/16/2018
Total Attachments: 6	Agreement (First Lien) [EXECUTED]#page1.tif

source=Revelation - Patent Security Agreement (First Lien) [EXECUTED]#page1.tif source=Revelation - Patent Security Agreement (First Lien) [EXECUTED]#page2.tif source=Revelation - Patent Security Agreement (First Lien) [EXECUTED]#page3.tif source=Revelation - Patent Security Agreement (First Lien) [EXECUTED]#page4.tif source=Revelation - Patent Security Agreement (First Lien) [EXECUTED]#page5.tif source=Revelation - Patent Security Agreement (First Lien) [EXECUTED]#page6.tif

PATENT REEL: 045551 FRAME: 0974 This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>First Lien Patent Security Agreement</u>"), made by each of the persons identified as a "Grantor" on the signature pages hereof (each, a "<u>Grantor</u>" and together, the "<u>Grantors</u>") in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "<u>First Lien Collateral Agent</u>").

WITNESSETH:

WHEREAS, GI REVELATION INTERMEDIATE LLC, a Delaware limited liability company ("Parent"), GI REVELATION ACQUISITION LLC, a Delaware limited liability company ("Borrower"), the subsidiaries of Borrower from time to time party thereto, the lenders from time to time party thereto, the issuing banks party thereto, and JEFFERIES FINANCE LLC, as First Lien Administrative Agent and as First Lien Collateral Agent, are party to that certain First Lien Credit Agreement dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"); and

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors (including any entity that becomes a party thereto by executing and delivering a joinder thereto) have entered into that certain First Lien Pledge and Security Agreement dated as of April 16, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this First Lien Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Administrative Agent, the First Lien Collateral Agent and the Lenders to enter into the First Lien Credit Agreement, to induce Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower thereunder, to induce the Secured Parties to provide Banking Services in connection with the Banking Services Obligations and to enter into the Hedge Agreements and provide financial accommodation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), each Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. <u>Defined Terms.</u> Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement and (to the extent not defined therein) the First Lien Credit Agreement. For purposes of this First Lien Patent Security Agreement, the term "<u>Patents</u>" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all patents, patent applications and statutory registrations, including registrations, recordings and applications in the PTO (or any successor office or any similar office in any state of the United States or any political subdivision thereof) and including, in the case of any Grantor, those Patents set forth next to its name on <u>Schedule 1</u> hereto and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, all inventions disclosed or claimed therein and patentable improvements thereto, including the right to make, use or sell the inventions claimed therein or patentable improvements thereto.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following property now owned or at any time hereafter acquired by such Grantor or in which such

PATENT REEL: 045551 FRAME: 0975 Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

- (a) all Patents of such Grantor, including, without limitation, the issued and applied-for Patents of such Grantor, including those listed on <u>Schedule 1</u> attached hereto; and
- (b) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof; all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto; and all other rights accruing thereunder or pertaining thereto throughout the world;

provided, that in no event shall the Security Interest attach to, or the term "Patent Collateral" include, any Excluded Assets.

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Patent Security Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, pursuant to the First Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Patent Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement shall govern and control.

SECTION 4. <u>Termination</u>. On the Termination Date and termination of the First Lien Pledge and Security Agreement, the First Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, an instrument in writing in recordable form evidencing the release of the security interest in the Patent Collateral under this First Lien Patent Security Agreement, in accordance with Section 6.13 of the First Lien Pledge and Security Agreement.

SECTION 5. GOVERNING LAW. THIS FIRST LIEN PATENT SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS FIRST LIEN PATENT SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. <u>Counterparts</u>. This First Lien Patent Security Agreement may be executed in counterparts (each by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this First Lien Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this First Lien Patent Security Agreement.

SECTION 7. <u>Recordation</u>. Each Grantor hereby authorizes and requests that the Commissioner for Patents and any other applicable government officer record this First Lien Patent Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 8. <u>INTERCREDITOR AGREEMENT</u>. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY

INTEREST GRANTED TO THE FIRST LIEN COLLATERAL AGENT PURSUANT TO THIS FIRST LIEN PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE FIRST LIEN COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, AND, IF AND WHEN EFFECTIVE, THE PARI PASSU INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT AND THIS FIRST LIEN PATENT SECURITY AGREEMENT GOVERNING THE PRIORITY OF THE SECURITY INTERESTS GRANTED TO THE FIRST LIEN COLLATERAL AGENT OR THE EXERCISE OF ANY RIGHT OR REMEDY, THE TERMS OF THE INTERCREDITOR AGREEMENT OR THE PARI PASSU INTERCREDITOR AGREEMENT, AS APPLICABLE SHALL GOVERN AND CONTROL.

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

CONSILIO, LLC

ADVANCED DISCOVERY INC.

ALTEP, INC.

FASTLINE TECHNOLOGIES, LL.C.

By:

Name: David Smolen

Title: Responsible Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC, as First Lien Collateral Agent

By:

Name: John Koehler

Title: Senior Vice President

REEL: 045551 FRAME: 0979

SCHEDULE 1

PATENTS

Patent Registrations and Applications

Owner	Title	Registration Number (or Application Number if	Registration Date (or filing date if pending)	Status
Consilio IIC	Systems and Methods for Electronic	pending) 9 344 390	May 17 2016	Registered
Consilio, LLC	Systems and Methods for Electronic Document Review	9,344,390	May 17, 2016	Registered
ALTEP, Inc.	CONCEPTUAL DOCUMENT ANALYSIS AND CHARACTER	9,886,488	February 6, 2018	Registered
FastLine Technologies, LLC	Conceptual Document Analysis and Characterization	9,424,321	August 23, 2016	Registered
FastLine Technologies, LLC	Conceptual Document Analysis and Characterization	15/874,696		Pending
Advanced Discovery Inc.	FACIAL AND OBJECT RECOGNITION SYSTEM AND	62/526,431		Pending
	METHOD			
Advanced Discovery Inc.	AUTOMATING DATA AND	62/632,517		Pending
	DOCUMENT ANALYSIS			
Advanced Discovery Inc.	FACILITATING FORENSIC	62/632,518		Pending
	COLLECTION AND			

PATENT REEL: 045551 FRAME: 0980

RECORDED: 04/16/2018