

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4925808

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

CONVEYING PARTY DATA

Name	Execution Date
BOMGAR CORPORATION	04/19/2018

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	8589489
Patent Number:	9621559
Patent Number:	9742779
Patent Number:	9350701
Patent Number:	9762613
Patent Number:	9780966
Patent Number:	9225767
Patent Number:	9246979
Patent Number:	9577982
Application Number:	15634317
Application Number:	15133598
Application Number:	15133641
Application Number:	15133636
Application Number:	15489294
Patent Number:	7568230
Patent Number:	8060937

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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.

PATENT

Phone: 312-876-7628
Email: linda.kastner@lw.com
Correspondent Name: LINDA R. KASTNER, C/O LATHAM & WATKINS
Address Line 1: 330 N. WABASH AVENUE
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Address Line 4: CHICAGO, ILLINOIS 60611

NAME OF SUBMITTER: LINDA KASTNER

SIGNATURE: /lk/

DATE SIGNED: 04/20/2018

Total Attachments: 5

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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT, dated as of April 19, 2018, (this "Agreement") is made by BOMGAR CORPORATION, a Delaware corporation ("**Grantor**"), in favor of JEFFERIES FINANCE LLC, as the Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns, the "Collateral Agent");

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of April 19, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Patent Collateral (as defined below) and is required to execute and deliver this Second Lien Patent Security Agreement (the "**Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them (including by reference) in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the "**Patent Collateral**"), other than Excluded Property:

- (i) all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and all rights corresponding thereto;
- (ii) the right to sue or otherwise recover for any past, present and future infringement or other violation or impairment of any of the foregoing; and
- (iii) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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 conditions of which are hereby

incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of April 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among Jefferies Finance LLC, as First Lien Representative, Jefferies Finance LLC, as Second Lien Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Second Lien Collateral Agent, the terms of the Intercreditor Agreement shall govern and control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR PATENT COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR PATENT COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

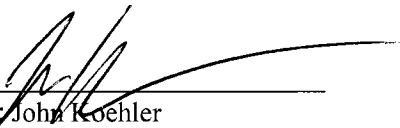
IN WITNESS WHEREOF, the undersigned has executed this agreement as of the date first written above.

BOMGAR CORPORATION,
a Delaware corporation

By: Janine K Seebeck
Name: Janine Seebeck
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: John Koehler
Title: Senior Vice President

Signature Page to Second Lien Patent Security Agreement

PATENT
REEL: 045786 FRAME: 0073

**SCHEDULE A
TO
GRANT OF PATENT SECURITY AGREEMENT**

Patent Application/ Registration No.	Title	Filing/Registration Date	Owner
15634317	Systems, methods, and apparatuses for credential handling	6/27/2017	Bomgar Corporation
8589489	Method and system for providing secure remote access and control	11/19/2013	Bomgar Corporation
9621559	Network apparatus for secure remote access and control	04/11/2017	Bomgar Corporation
9742779	Method and apparatus for securely providing access and elevated rights for remote support	08/22/2017	Bomgar Corporation
9350701	Method and apparatus for extending remote network visibility of the push functionality	05/24/2016	Bomgar Corporation
9762613	Method and Apparatus for providing extended availability of representatives for remote support and management	09/12/2017	Bomgar Corporation
9780966	Network apparatus for secure remote access and control	10/03/2017	Bomgar Corporation
9225767	Method and System for Providing Secure Remote Access and Control	12/29/2015	Bomgar Corporation
9246979	Method and System for Providing Secure Remote Access and Control	01/26/2016	Bomgar Corporation
9577982	: Method and Apparatus for Extending Remote Network Visibility of the Push Functionality	02/21/2017	Bomgar Corporation
15133598	Method and Apparatus for Enforcing Realtime Access controls for endpoints.	04/20/2016	Bomgar Corporation
15133641	Method and Apparatus for Automated Credential Handling	04/20/2016	Bomgar Corporation
15133636	Method and System for Secure Remote Access and Control using Shared Resources	04/20/2016	Bomgar Corporation
15489294	Method and Apparatus for providing vendor remote support and management	04/17/2017	Bomgar Corporation
7,568,230	SYSTEM FOR SELECTIVE DISABLEMENT AND LOCKING OUT OF COMPUTER SYSTEM OBJECTS	07/28/2009	Bomgar Corporation
8,060,937	SYSTEM FOR PROTECTING DOMAIN SYSTEM CONFIGURATIONS FROM USERS WITH LOCAL PRIVILEGE RIGHTS	11/15/2011	Bomgar Corporation