

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4985373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ASTUTE HOLDINGS, INC.	05/25/2018
ASTUTE, INC.	05/25/2018
WILKE GLOBAL, INC.	05/25/2018
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
Internal Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7305345
Patent Number:	8706498
Patent Number:	8731919
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<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:	215-569-5619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE
Address Line 1:	BLANK ROME LLP
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ATTORNEY DOCKET NUMBER:	074658-18017
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/31/2018

Total Attachments: 6

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PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of this 25th day of May, 2018, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Astute Holdings, Inc., a Delaware corporation ("Holdings"), Astute, Inc., an Ohio corporation ("Astute"), Wilke Global, Inc., an Ohio corporation ("Wilke", together with Astute and each other Person from time to time party thereto as a borrower, the "Borrowers" and each a "Borrower"), the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in and first priority Lien on all of such Grantor's Collateral, including all right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of such Grantor's patents, patent applications, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Patent Security Agreement are deemed to conflict with those of the Credit Agreement, the provisions of the Credit Agreement shall govern.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall create or obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Patents or Licenses for Patents. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally (but Agent shall be under no obligation) to modify this Patent Security Agreement by amending Schedule I to include any such new Patents or Licenses for Patents of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. This Patent Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Patent Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement or any Other Document refer to this Patent Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the indefeasible repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

9. OTHER DOCUMENT. This Patent Security Agreement is an Other Document for all purposes under the Credit Agreement.

10. INCORPORATION. The provisions of Article XII (Waivers and Judicial Proceedings), Section 16.5 (Indemnity), Section 16.6 (Notice), Section 16.8 (Severability), Section 16.9 (Expenses), Section 16.11 (Consequential Damages), Section 16.12 (Captions) and Section 16.14 (Construction) of the Credit Agreement are incorporated herein by reference *mutatis mutandis* with the same force and effect as if expressly written herein.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR(S):

ASTUTE HOLDINGS, INC., a Delaware corporation

By: 

Name: Raymond Edward Carey IV

Title: Chief Executive Officer

ASTUTE, INC., an Ohio corporation

By: 

Name: Raymond Edward Carey IV

Title: Chief Executive Officer

WILKE GLOBAL, INC., an Ohio corporation

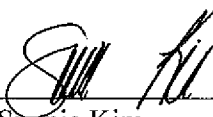
By: 

Name: Raymond Edward Carey IV

Title: Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Sunnie Kim
Title: Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 045949 FRAME: 0782

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Patent	Owner	Patent No. (Application No.)	Grant Date (Filing Date)
METHODS, SYSTEMS, AND COMPUTER PROGRAM PRODUCTS FOR PROVIDING AUTOMATED CUSTOMER SERVICE VIA AN INTELLIGENT VIRTUAL AGENT THAT IS TRAINED USING CUSTOMER-AGENT CONVERSATIONS	Astute, Inc.	7305345	12/4/2007
System for Dynamic Management of Customer Direction During Live Interaction	Astute, Inc.	8706498	4/22/2014
System for dynamic management of customer direction during live interaction	Astute, Inc.	8731919	10/16/2008

Licenses

Settlement and Patent License Agreement, dated April 18, 2012, by and between Wilke, The Nielsen Company (US), LLC and GeoTag, Inc.