

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5040411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OVERSIGHT SYSTEMS, INC.	07/03/2018
OVERSIGHT SYSTEMS HOLDINGS INC	07/03/2018
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
Internal Address:	COMMERCIAL LOAN SERVICE CENTER/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7937319
Patent Number:	8170902
Patent Number:	8688507
Patent Number:	8694347
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:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	074658-18061
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	07/09/2018

Total Attachments: 5

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “*Agreement*”), dated as of July 3, 2018, is entered into by the entities listed on the signature page hereto (individually and collectively, the “*Grantor*”) and PNC BANK, NATIONAL ASSOCIATION (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Patents (defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Patents” means (i) all letters patent of the United States, any other country or any political subdivision thereof, patentable inventions, trade secrets, equipment formulations, manufacturing procedures, quality control procedures and licenses of any of the foregoing, now existing or hereafter adopted or acquired, including, without limitation, any of the foregoing referred to on Schedule A hereto, together with all reissues and extensions thereof, all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, (iii) the right to obtain all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing, (iv) any written agreement which names a Grantor as licensor or licensee or grants to such Grantor any right under any Patent, including the right to manufacture, use or sell any invention covered in whole or in part by such Patent, including, without limitation, any such agreements referred to on Schedule A hereto, other than shrink-wrap, click-wrap, click-through or other similar licenses with respect to off-the-shelf products or personal computer software and (v) all products and

proceeds of the foregoing, including all income and royalties therefrom and all claims for damages by reason of past, present and future infringement, dilution or impairment of any Patent or any Patent licensed under any license, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

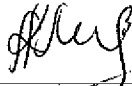
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Aznaur Midov
Title: Assistant Vice President

GRANTORS:

OVERSIGHT SYSTEMS, INC.,
a Delaware corporation

By: Geoff Brannon
Name: Geoff Brannon
Title: Chief Financial Officer

OVERSIGHT SYSTEMS HOLDINGS INC.,
a Delaware corporation

By: Geoff Brannon
Name: Geoff Brannon
Title: Chief Financial Officer

Schedule A to PATENT SECURITY AGREEMENT

<u>Owner of Record</u>	<u>Patent Name</u>	<u>Patent No.</u>	<u>Filed</u>	<u>Issued</u>
Oversight Systems, Inc.	Methods And Systems For Compliance Monitoring Knowledge Base	7937319	January 31, 2006	May 3, 2011
Oversight Systems, Inc.	Methods And Systems For Compliance Monitoring Case Management	8170902	January 31, 2006	May 1, 2012
Oversight Systems, Inc.	Methods and Systems for Monitoring Transaction Entity Versions For Policy Compliance	8688507	January 31, 2006	April 1, 2014
Oversight Systems, Inc.	Extraction of Compliance Data for Compliance Monitoring	8694347	April 29, 2011	April 8, 2014