

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5036565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN GRANT OF SECURITY INTEREST IN PATENT
CONVEYING PARTY DATA	
Name	Execution Date
TRITECH SOFTWARE SYSTEMS	06/22/2018
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 W. MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9167379
Patent Number:	8976939
Patent Number:	9301117
Patent Number:	9629185
Patent Number:	9420116
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	212-906-1216
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	885 THIRD AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	057121-0307
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	07/05/2018
Total Attachments: 5	
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**FIRST LIEN GRANT OF
SECURITY INTEREST IN PATENT**

This FIRST LIEN GRANT OF SECURITY INTEREST IN PATENT, dated as of June 22, 2018 (this "Agreement"), is made by each of the parties listed on the signature pages hereto as a Grantor (each, a "Grantor"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 22, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCPE BURGUNDY HOLDINGS, INC., a Delaware corporation ("Holdings"), BCPE BURGUNDY MERGER SUB, INC., a Delaware corporation ("Merger Sub" or the "Initial Borrower"), PALERMO TT HOLDINGS, INC., a Delaware corporation (the "Company", following the merger with Merger Sub, as successor to Merger Sub by operation of law, and following the Acquisition, the "Effective Date Borrower" and together with the Initial Borrower, each individually, and collectively referred to herein as the context may require, as the "Borrower"), the Lenders from time to time party thereto, Antares Capital LP, as the Administrative Agent and the Collateral Agent, Antares Holdings LP as the Swingline Lender and a Lender, and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the First Lien Security Agreement, dated as of June 22, 2018 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Patents, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by the Grantor, or in which the Grantor now has or at any time in the future may

acquire any right, title or interest, in each case, that are not Excluded Property (collectively, the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(i) all patents, all registrations and recordings thereof, and all applications for patents, including issuances, recordings and pending applications in the United States Patent and Trademark Office, including those U.S. patents and applications owned by the Grantor and listed on Schedule A hereto, (ii) all reissues, reexaminations, continuations, divisions, continuations-in-part, or extensions thereof, and the inventions, discoveries or designs disclosed or claimed therein, (iii) all rights to sue at law or in equity for any past, present, and future infringement or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Patents of such Grantor under this First Lien Grant of Security Interest in Patents.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

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

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.


TRITECH SOFTWARE SYSTEMS,
as a Grantor

By: 
Name: Blake Clark
Title: Chief Financial Officer

[First Lien Grant of Security Interest in Patents]

PATENT
REEL: 046491 FRAME: 0877

ANTARES CAPITAL LP,
as the Collateral Agent

By: 
Name: Phillip P. Smith
Title: Duly Authorized Signatory

[First Lien Grant of Security Interest in Patents]

PATENT
REEL: 046491 FRAME: 0878

SCHEDULE A**U.S. PATENTS AND PATENT APPLICATIONS****TriTech Software Systems**

Patent Title	Application Number	Filing Date	Patent Number	Issue Date
Automatic Location-Based Emergency Response System	13/717,525	December 17, 2012	9167379	October 20, 2015
Prioritization of Emergency Calls	13/752,709	January 29, 2013	8976939	March 10, 2015
SMS Communication During Emergencies	13/972,843	August 21, 2013	9301117	March 29, 2016
Establishing Text Communication Sessions Between Wireless Mobile Devices and Emergency Call Centers	14/476,683	September 3, 2014	9629185	April 18, 2017
Prioritization of Emergency Calls	14/609,121	January 29, 2015	9420116	August 16, 2016