505068592 08/29/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5115348

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
REMITDATA, INC.	08/28/2018

## **RECEIVING PARTY DATA**

Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	10 S WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	RE44419

## **CORRESPONDENCE DATA**

**Fax Number:** (312)577-4565

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:** 312-57-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: KRISTIN BROZOVIC C/O KATTEN

Address Line 1: 525 W MONROE ST

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	33796-150	
NAME OF SUBMITTER: KRISTIN BROZOVIC		
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	08/29/2018	

## **Total Attachments: 5**

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> PATENT REEL: 046734 FRAME: 0589

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#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT ("Agreement"), dated as of August 28, 2018, by and among REMITDATA, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 29, 2016, by and among the Grantor, as borrower, the Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of February 29, 2016, by and among the Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), to secure the payment and performance of the Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Patents, Patent registrations and Patent applications, and all proceeds thereof, to secure the payment of the Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

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

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:
- (a) each Patent registration and Patent application owned by Grantor, including, without limitation, the Patent registrations and Patent applications referred to in Schedule A annexed hereto, all patentable inventions and all of the inventions and improvements described and claimed therein, and all of the goodwill of the business connected with the use of, and symbolized by each of the foregoing; and
- (b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent registration owned by Grantor including, without limitation, the Patent registrations relating to Patents and referred to in Schedule A annexed hereto and the Patent registrations issued with respect to the Patent applications referred to in Schedule A annexed hereto.

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- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patents and related Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. GOVERNING LAW; COUNTERPARTS, WAIVER OF JURY TRIAL. Sections 12.9 (*Governing Law*), 12.12 (*Counterparts*) and 12.13 (*Waiver of Jury Trial*) of the Credit Agreement are hereby incorporated by reference *mutatis mutandis*.

[Signature Page Follows]

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

REMITDATA, INC., a Delaware corporation

By: Genture Carthy Jr.

Title: President

Patent Security Agreement (eSolutions)

## ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,

as Administrative Agenty

Name: Robert G. Tikelischerer

Title: Managing Director

Copyright Security Agreement (eSolutions)

PATENT REEL: 046734 FRAME: 0593

# SCHEDULE A

# **Patent Registrations and Patent Applications**

Title	Application No.	Application Date	Patent No.	Patent Date
System and method for electronic remittance notice analysis	2012481263	5/25/2012	RE44419	8/6/2013

**RECORDED: 08/29/2018** 

PATENT REEL: 046734 FRAME: 0594