

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5098532

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

CONVEYING PARTY DATA

Name	Execution Date
IQNAVIGATOR, INC.	08/20/2018

RECEIVING PARTY DATA

Name:	OWL ROCK CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 41ST FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	7558745
Patent Number:	7698146
Patent Number:	7747457
Patent Number:	7925568
Patent Number:	8015048
Patent Number:	8041616
Patent Number:	8190462
Patent Number:	8204820
Patent Number:	8364557
Patent Number:	8515823
Patent Number:	8712819
Patent Number:	8788357
Patent Number:	8799039
Patent Number:	8549530
Patent Number:	9020884
Patent Number:	9043799
Patent Number:	9058222
Patent Number:	9569416
Application Number:	15177098

CORRESPONDENCE DATA**Fax Number:**

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: 212-318-6532
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Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
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SIGNATURE:	/s/AG
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DATE SIGNED:	08/20/2018
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of August 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), is made by IQNAVIGATOR, INC. (“**Grantor**”) in favor of Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement dated as of August 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in and to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

- (i) all Patents, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements or other violations thereof,
and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Patent Collateral shall not include any Excluded Assets.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Patent Security Agreement.

SECTION 5. TERMINATION

This Patent Security Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

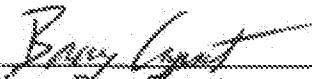
SECTION 7. COUNTERPARTS

This Patent Security 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, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

IQNAVIGATOR, INC.,
as a Grantor

By: 
Name: Barry Capoot
Title: Chief Financial Officer, Vice President and Treasurer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 046860 FRAME: 0164

OWL ROCK CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent

By: 
Name: Alan Hirschenbaum
Title: CFO / COO

[Signature Page to Patent Security Agreement]

PATENT
REEL: 046860 FRAME: 0165

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS

Grantor	Patent	Patent No.	Filing Date
IQNAVIGATOR, INC.	Method of and system for enabling and managing sub- contracting entities	7,558,745	3/10/2004
IQNAVIGATOR, INC.	System and Method for Collecting and Providing Resource Rate Information using Resource Profiling	7,698,146	4/24/2002
IQNAVIGATOR, INC.	Computer System and Method for Facilitating and Managing the Project Bid Requisition Process	7,747,457	2/14/2006
IQNAVIGATOR, INC.	Computer System and Method for Producing Analytical Data Related to the Project Bid and Requisition Process	7,925,568	4/10/2003
IQNAVIGATOR, INC.	System and Method for Matching HR Resources to HR Needs	8,015,048	11/24/2008
IQNAVIGATOR, INC.	Outsourced Service Level Agreement Provisioning Management System and Method	8,041,616	7/31/2006
IQNAVIGATOR, INC.	System and Method for Internet Based Procurement and Administrative	8,190,462	1/25/2007

	Management of Workers		
IQNAVIGATOR, INC.	Computer System and Method for Producing Analytical Data Related to the Project Bid and Requisition Process	8,204,820	1/31/2011
IQNAVIGATOR, INC.	Method of and system for enabling and managing sub-contracting entities	8,364,557	6/26/2009
IQNAVIGATOR, INC.	System and Method for Enabling and Maintaining Vendor Qualification	8,515,823	12/23/2008
IQNAVIGATOR, INC.	System and Method for Internet Based Procurement of Goods and Services	8,712,819	5/1/2012
IQNAVIGATOR, INC.	System and Method for Productizing Human Capital Labor Employment Positions/Jobs	8,788,357	8/12/2010
IQNAVIGATOR, INC.	System and Method for Collecting and Providing Resource Rate Information Using Resource Profiling	8,799,039	1/25/2010
IQNAVIGATOR, INC.	System and Method for Distributed Login with Secure Transfers to Processor Nodes based on one or more identifiers	8,549,530	3/21/2011
IQNAVIGATOR, INC.	Method and System for Consultant Reseller business information transfer	9,020,884	3/2/2005
IQNAVIGATOR, INC.	System and Method to Manage Access to Shared Resources by tracking active	9,043,799	12/30/2010

	requests for job requests		
IQNAVIGATOR, INC.	System and Method for Distributed Login with Secure Transfer to Processor Node based on one or more identifiers	9,058,222	8/30/2013
IQNAVIGATOR, INC.	Structured and Unstructured Data Annotations to User Interfaces and Data Objects	9,569,416	2/3/2012

PATENT APPLICATIONS

Grantor	Patent	Application No.	Filing Date
IQNAVIGATOR, INC.	Method and apparatus for integrating automated workforce management systems and work intermediation platforms.	15/177,098	6/8/2016