

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5141405

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COMPLIANCE SCIENCE, INC.	09/14/2018
CONEY PARENT, LLC	09/14/2018
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK, AS COLLATERAL AGENT
Street Address:	3003 TASMAN DRIVE
Internal Address:	HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8463686
Patent Number:	8433633
CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
<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:	800-494-5225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	MELONY SOT
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F179346 PT
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	09/14/2018
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of September 14, 2018 (this “**Patent Security Agreement**”), is made by the Pledgor that is a signatory hereto (the “**Pledgor**”), in favor of **SILICON VALLEY BANK**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the “**Collateral Agent**”), pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **COMPLIANCE SCIENCE, INC.**, a Delaware corporation (the “**Borrower**”), **CONEY PARENT, LLC**, a Delaware limited liability company (“**Holdings**”), as a Guarantor, each of the other Guarantors from time to time party thereto, the lenders from time to time party thereto, and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “**Patent Collateral**”):

- (a) all Patents of the Pledgor, including, without limitation, the United States Patents and Patent applications listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

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 Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. Termination. Upon the Termination of Secured Obligations, , the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of an original executed counterpart of this Patent Security Agreement.

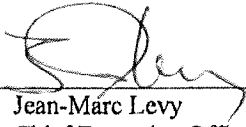
SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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

PLEDGOR:

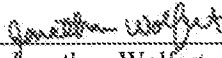
COMPLIANCE SCIENCE, INC.,
a Delaware corporation

By: 
Name: Jean-Marc Levy
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

SILICON VALLEY BANK,
as Collateral Agent

By: 
Name: Jonathan Wolfert
Title: Vice President

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

Title	Patent number	Issue date	Application Number	Application Date	Owner
SYSTEM FOR REAL TIME CONTINUOUS DATA PROCESSING FOR INVESTMENT PORTFOLIOS	US 8463686	06/11/2013	US 12854748	08/11/2010	Compliance Science, Inc.
SYSTEM FOR REAL TIME CONTINUOUS DATA PROCESSING FOR INVESTMENT PORTFOLIOS	US 8433633	04/30/2013	US 09906157	07/16/2001	Compliance Science, Inc.

United States Patent Applications:

None.