

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5141954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
RECORD360 INC.			09/14/2018
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDLEY CAPITAL LLC		
<b>Street Address:</b>	280 PARK AVENUE		
<b>Internal Address:</b>	6TH FLOOR EAST		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	14660009		
<b>Application Number:</b>	14937763		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(310)557-2193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	51494.114		
<b>NAME OF SUBMITTER:</b>	KIMBERLEY A. LATHROP		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		
<b>DATE SIGNED:</b>	09/14/2018		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of September 14, 2018, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of MEDLEY CAPITAL LLC, a Delaware limited liability company (“**Medley**”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

### WITNESSETH:

WHEREAS, ALPINE SG, LLC, a Delaware limited liability company (“**Alpine**”, and together with any other Person who, from time to time, becomes a borrower party thereto, are referred to therein both individually and collectively as “**Borrower**”) and as the borrower agent (“**Borrower Agent**”), ALPINE SG HOLDCO, LLC, a Delaware limited liability company (“**Parent**”), any Subsidiaries of Borrower that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 of the Credit Agreement (such Persons, together with Parent, collectively, the “**Guarantors**”, and, together with Borrower, collectively, the “**Credit Parties**” and each a “**Credit Party**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), and Medley, as Collateral Agent (in such capacity, together with the Administrative Agent, collectively, the “**Agents**” and each an “**Agent**”) have entered into that certain Credit Agreement, dated as of November 16, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, all of the Grantors are party to that certain Guaranty and Security Agreement, dated as of November 16, 2017, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and 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 Collateral of such Grantor (the “**Patent Collateral**”):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and 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 conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

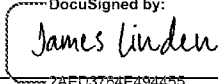
Section 5. Counterparts. This Patent Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (“pdf”) shall be valid and binding to the same extent as an original signature page.

Section 6. GOVERNING LAW. THIS PATENT 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, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 8.7, 8.8, 8.11, 8.12 and 8.16 of the Guaranty and Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

*[Signature pages follow]*

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

**RECORD360 INC.**, as Grantor

By:   
Name: James Linden  
Title: Treasurer

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

1. REGISTERED PATENTS

None.

2. PATENT APPLICATIONS

OWNER/ APPLICANT	DESCRIPTION	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	JURISDICTION
Record360, Inc.	Automatic Detection of Property Features When Documenting Condition of Tangible Property	US 2015-0186988	03/17/2015	United States
Record360, Inc.	Dynamically Configurable  Workflow in a Mobile Environment	US 2016-0132299	11/10/2015	United States

3. PATENT LICENSES

None.