

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5207699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PATENT SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
EXCENTUS CORPORATION	05/14/2018

**RECEIVING PARTY DATA**

<b>Name:</b>	ARES CAPITAL CORPORATION
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167

**PROPERTY NUMBERS Total: 26**

Property Type	Number
Patent Number:	9898733
Patent Number:	6321984
Patent Number:	6741968
Patent Number:	6732081
Patent Number:	6885996
Patent Number:	8939357
Patent Number:	7742942
Patent Number:	7653571
Patent Number:	6778967
Patent Number:	6332128
Patent Number:	7383204
Application Number:	15853138
Application Number:	13665345
Application Number:	13464655
Application Number:	12960055
Application Number:	14306140
Application Number:	14306144
Application Number:	13464680
Application Number:	12832788
Application Number:	12960072

PATENT

Property Type	Number
Application Number:	12008882
Application Number:	14498171
Application Number:	12632633
Application Number:	13957181
Application Number:	14611038
Application Number:	15883281

**CORRESPONDENCE DATA**

**Fax Number:** (310)557-2193  
*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:** 310.284.4546  
**Email:** ypan@proskauer.com  
**Correspondent Name:** CHRISTINE BAE  
**Address Line 1:** PROSKAUER ROSE LLP  
**Address Line 2:** 2049 CENTURY PARK EAST, SUITE 3200  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067-3206

<b>ATTORNEY DOCKET NUMBER:</b>	11668-264
<b>NAME OF SUBMITTER:</b>	CHRISTINE BAE
<b>SIGNATURE:</b>	/Christine Bae/
<b>DATE SIGNED:</b>	10/23/2018

**Total Attachments: 7**  
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**SECOND LIEN PATENT SECURITY AGREEMENT**

SECOND LIEN PATENT SECURITY AGREEMENT (as amended, modified, restated or supplemented from time to time in accordance with the terms hereof and the Credit Agreement referred to below, this "Agreement"), dated as of May 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 ARES CAPITAL CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Lenders from time to time party to the Credit Agreement referred to below and the other holders of Secured Obligations.

**W I T N E S S E T H:**

WHEREAS, PEACHTREE MERGER SUB, INC., a Delaware corporation (the "Initial Borrower"), PDI TA HOLDINGS, INC., a Delaware corporation (immediately after giving effect to the Borrower Assumption and the Closing Date Merger, the "Successor Borrower"), the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Second Lien Credit and Guaranty Agreement dated as of August 25, 2017 and as further amended by the First Amendment to Second Lien Credit and Guaranty Agreement and Incremental Facility Amendment dated as of April 11, 2018 (as amended, modified, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrower.

WHEREAS, Administrative Agent and Lenders are willing to extend credit and make certain other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent for the benefit of the Secured Creditors (a) that certain Second Lien Security Agreement dated as of August 25, 2017 (as amended, modified, restated or supplemented from time to time in accordance with the terms thereof and the Credit Agreement, the "Security Agreement") among the Grantors, the other Debtors party thereto and the Administrative Agent and (b) this Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term "Patents" shall mean all of each Grantor's issued patents and patent applications, including United States and foreign patents and applications therefor and divisionals, revisions, continuations, continuations-in-part and reexaminations of any of the foregoing.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** To secure the Secured Obligations, each Grantor hereby grants to Administrative Agent a continuing second priority security interest (subject only to Liens permitted to be prior under the Credit Agreement) in all of its right, title and interest in, to and under the following (other than any Excluded Assets), whether presently existing or hereafter created or acquired (collectively, but after excluding any Excluded Assets, the "Patent Collateral"):

(a) all of its Patents providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals 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, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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 of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Each Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns under the Credit Agreement.

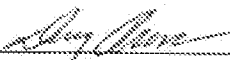
7. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

*[Signature pages follow]*

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

**GRANTOR:**


**EXCENTUS CORPORATION,**  
a Texas corporation

By:   
Name: Doug Owens  
Title: Treasurer and Secretary

*[Signature page to Second Lien Patent Security Agreement -- Excentus Corporation]*

ACCEPTED AND ACKNOWLEDGED BY:

ARES CAPITAL CORPORATION, as Administrative Agent

By   
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Penni Roll**  
**Authorized Signatory**

*[Signature page to Second Lien Patent Security Agreement – Excentus Corporation]*

**PATENT**  
**REEL: 047332 FRAME: 0386**

**SCHEDULE 1**  
**to**  
**PATENT SECURITY AGREEMENT**

REGISTERED PATENTS

<b>Grantor</b>	<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>
Excentus Corporation	SYSTEM AND METHOD FOR COMBINING DISPARATE COMMERCIAL TRANSACTIONS UNDER A SINGLE IDENTIFICATIO N MECHANISM	9898733	2/20/2018
Excentus Corporation	ADJUSTABLE PRICE FUEL DISPENSING SYSTEM	6321984	11/27/2001
Excentus Corporation	METHOD FOR PROCESSING INFORMATION THROUGH A CLEARINGHOUSE	6741968	5/25/2004
Excentus Corporation	METHOD FOR PROVIDING PRICE-PER-UNIT DISCOUNTS FOR FUEL TO A CUSTOMER	6732081	5/4/2004
Excentus Corporation	METHOD OF CROSSMARKETING UTILIZING ELECTRONIC COUPONS	129677	6/29/2004
Excentus Corporation	METHOD OF PROVIDING PRICE-PER-UNIT DISCOUNTS FOR FUEL TO A CUSTOMER	6885996	4/26/2005
Excentus Corporation	SYSTEM AND METHOD FOR COMBINING DISPARATE COMMERCIAL TRANSACTIONS UNDER A SINGLE IDENTIFICATIO N MECHANISM	8939357	1/27/2015
Excentus Corporation	SYSTEM AND METHOD FOR DISCOUNTING FUEL	7742942	6/22/2010
Excentus Corporation	SYSTEM AND METHOD FOR GENERATING PRICE-PER-UNIT (PPU) DISCOUNTS FOR FUEL	7653571	1/26/2010
Excentus Corporation	SYSTEM AND METHOD OF CROSS-SELLING PRODUCTS AND INCREASING FUEL SALES AT A FUEL SERVICE STATION	6778967	8/17/2004

<b>Grantor</b>	<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>
Excentus Corporation	SYSTEM AND METHOD OF PROVIDING MULTIPLE LEVEL DISCOUNTS ON CROSSMARKETED PRODUCTS AND DISCOUNTING A PRICE-PER- UNIT-VOLUME OF GASOLINE	6332128	12/18/2001
Excentus Corporation	SYSTEM AND METHOD PROVIDING LOWE'S FOOD STORES, INC. INCENTIVE TO PURCHASE NON-FUEL PRODUCTS AND SERVICES	7383204	6/3/2008

PATENT APPLICATIONS

<b>Grantor</b>	<b>Patent</b>	<b>Application Number</b>	<b>Application Date</b>
Excentus Corporation	SYSTEM AND METHOD FOR COMBINING DISPARATE COMMERCIAL TRANSACTIONS UNDER A SINGLE IDENTIFICATION MECHANISM	15/853138	12/22/2017
Excentus Corporation	SYSTEM AND METHOD FOR RECEIPTING TRANSACTIONS	13/665345	10/31/2012
Excentus Corporation	SYSTEMS AND METHODS FOR COORDINATING LOYALTY AWARDS WITH SOCIAL NETWORKING	13/464655	5/4/2012
Excentus Corporation	SYSTEMS AND METHODS FOR E-COUPON TIES AMONG PLURAL PARTIES	12/960055	12/3/2010
Excentus Corporation	SYSTEMS AND METHODS FOR EMULATING A FUEL PUMP AND MARKETING ON A MOBILE DEVICE	14/306140	6/16/2014
Excentus Corporation	SYSTEMS AND METHODS FOR EMULATING A POINT OF SALE ON A MOBILE DEVICE	14/306144	6/16/2014



<b>Grantor</b>	<b>Patent</b>	<b>Application Number</b>	<b>Application Date</b>
Excentus Corporation	SYSTEMS AND METHODS FOR MANAGING E- COUPONS USING A LIFE PORTAL	13/464680	5/4/2012
Excentus Corporation	SYSTEMS AND METHODS FOR REDEEMING E- COUPONS	12/832788	7/8/2010
Excentus Corporation	SYSTEMS AND METHODS FOR SELF-GENERATION OF E-COUPONS	12/960072	12/3/2010
Excentus Corporation	SYSTEM AND METHOD PROVIDING CUSTOMER INCENTIVE TO PURCHASE FUEL AT A STORE	12/008882	1/15/2008
Excentus Corporation	SYSTEM AND METHOD FOR DISCOUNTING FUEL	14/498171	9/26/2014
Excentus Corporation	SYSTEM AND METHOD FOR GENERATING PRICE-PER-UNIT (PPU) DISCOUNTS FOR FUEL	12/632633	12/7/2009
Excentus Corporation	SYSTEM AND METHOD FOR INFLUENCING FAMILY EXPRESS CORPORATION BEHAVIOR	13/957181	8/1/2013
Excentus Corporation	SYSTEMS AND METHODS FOR DISCOUNTING THE PRICE OF GOODS AND SERVICES TO A CONSUMER BASED ON PURCHASES MADE BY THE CONSUMER AT A PLURALITY OF MERCHANTS USING A PLURALITY OF FINANCIAL CARDS	14/611038	1/30/2015
Excentus Corporation	SYSTEM AND METHOD TO STANDARDIZE AND IMPROVE IMPLEMENTATION EFFICIENCY OF USER INTERFACE CONTENT	15/883281	1/30/2018