

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5221274

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SELLIGENT, INC.		11/05/2018
RECEIVING PARTY DATA		
Name:	AB PRIVATE CREDIT INVESTORS LLC, AS COLLATERAL AGENT	
Street Address:	500 W. FIFTH ST., STE., 1100	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78701	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Patent Number:	8402100	
Patent Number:	8914455	
Patent Number:	9553836	
Patent Number:	7698369	
Patent Number:	8171159	
Patent Number:	8386638	
Patent Number:	7698462	
Patent Number:	8417558	
Patent Number:	8140376	
Patent Number:	8935344	
Patent Number:	9892420	
Patent Number:	8316090	
Patent Number:	7720911	
Patent Number:	9990648	
Patent Number:	10013701	
Patent Number:	10002367	
Patent Number:	10019727	
Patent Number:	9990649	
Patent Number:	9998421	
Application Number:	14595000	

PATENT

Property Type	Number
Application Number:	15405192
Application Number:	62623452
Application Number:	62623456
Application Number:	62666176

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: CHRISTINE SLATTERY

Address Line 1: PROSKAUER ROSE LLP

Address Line 2: ONE INTERNATIONAL PLACE, 23RD FLOOR

Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	CHRISTINE SLATTERY
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	11/05/2018
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This Patent Security Agreement dated as of November 5, 2018 (this “Patent Security Agreement”), is made by each Pledgor that is a signatory hereto, in favor of AB Private Credit Investors LLC (“AB”), in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of November 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Selligent, Inc., a Delaware corporation, as a borrower (the “US Borrower”), Selligent SA, a Belgium limited company being registered with the crossroad bank for enterprises (Kruispuntbank van Ondernemingen/Banque Carrefour des Entreprises) under the number 0433.657.207 and with a registered office at Avenue de Finlande 2, Parc de l’Alliance, Building B, 1420 Braine l’Alleud (Belgium) (the “Belgian Borrower” and together with the US Borrower, the “Borrowers” and each a “Borrower”), Selligent Group Limited, a UK limited company with company number 11628138 and registered address at Second Floor, 45 Folgate Street, London, United Kingdom, E1 6GL (“Intermediate Holdings”), each of the other Guarantors (such terms and each other capitalized term used but not defined herein having the meaning given to it in Article I thereof) upon becoming a party thereto, the Lenders and AB, as administrative agent (in such capacity, “Administrative Agent”) for the Lenders and as collateral agent (in such capacity, “Collateral Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a US Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “US Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are 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, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the US Security Agreement and used herein have the meaning given to them in the US Security Agreement, or if not defined therein, in the Credit Agreement.

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

(a) all patents, utility models, industrial designs and statutory invention registrations issued or assigned to and all patent applications and registrations made by such Pledgor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor’s use of any of the foregoing;

(c) inventions, discoveries, designs and improvements described and claimed therein;

(d) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations-in-part thereof and amendments thereto;

(e) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof;

(f) rights corresponding thereto throughout the world;

(g) rights to sue for past, present or future infringements or other violations thereof; and

(h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property).

SECTION 3. US Security Agreement. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the US Security Agreement, and the Pledgors hereby acknowledge and affirm 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 US 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 US Security Agreement, the provisions of the US Security Agreement shall control.

SECTION 4. Termination. Subject to Section 10.3 of the US Security Agreement, this Patent Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than contingent indemnification obligations and unasserted expense reimbursement obligations). Subject to Section 10.3 of the US Security Agreement, upon termination hereof, the Security Interests granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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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.

PLEDGORS:

SELLIGENT, INC.

By: 

Name: John Joseph Hernandez

Title: President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 047408 FRAME: 0401

Accepted and Agreed:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

OWNER	REGISTRATION NUMBER	TITLE
Selligent, Inc.	US 8402100	Email Delivery System Using Metadata on Emails to Manage Virtual Storage
Selligent, Inc.	US 8914455	Systems and Methods for Processing Emails
Selligent, Inc.	US 9553836	Systems and Methods for Processing Emails
Selligent, Inc.	US 7698369	Email Delivery System Using Metadata on Emails to Manage Virtual Storage
Selligent, Inc.	US 8171159	Systems and Methods for Adaptive Communication Control
Selligent, Inc.	US 8386638	Systems and Methods for Adaptive Communication Control
Selligent, Inc.	US 7698462	Systems and Methods for Adaptive Communication Control
Selligent, Inc.	US 8417558	Systems and Methods for Identifying Offered Incentives That Will Achieve an Objective
Selligent, Inc.	US 8140376	Systems and Methods for Optimization of Viral Marketing Efforts
Selligent, Inc.	US 8935344	Systems and Methods for Message Personalization
Selligent, Inc.	US 9892420	System and Method for Managing Message Campaign Data
Selligent, Inc.	US 8316090	Systems and Methods for Communicating Logic in E-Mail Message
Selligent, Inc.	US 7720911	Email Using Queues in Non-Persistent Memory

OWNER	REGISTRATION NUMBER	TITLE
Selligent, Inc.	US 9990648	System and Method for Managing Message Campaign Data
Selligent, Inc.	US 10013701	System and Method for Managing Message Campaign Data
Selligent, Inc.	US 10002367	System and Method for Managing Message Campaign Data
Selligent, Inc.	US 10019727	System and Method for Managing Message Campaign Data
Selligent, Inc.	US 9990649	System and Method for Managing Message Campaign Data
Selligent, Inc.	US 9998421	Open Channel Application Programming Interface
Selligent, Inc.	US 8402100	Email Delivery System Using Metadata on Emails to Manage Virtual Storage

United States Patent Applications:

OWNER	APPLICATION NUMBER	TITLE
Selligent, Inc.	US 14/595000	Systems And Methods For Message Personalization
Selligent Inc.	US 15/405192	Message Delivery System Using Message Metadata
Selligent Inc.	US 62/623452	Real-Time Online Content Recommendation Systems
Selligent Inc.	US 62/623456	Automated Product Selection Using Global Knowledge and Data
Selligent Inc.	US 62/666176	System and Method for Virtual Machine Port Translation and Dynamic Routing