505183554 11/09/2018 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		SECURITY INTEREST				
CONVEYING PARTY [ΔΑΤΑ					
		Name	Name Execution			
BURROUGHS, INC.				11/09/2018		
RECEIVING PARTY D	ΑΤΑ					
Name:		MONROE CAPITAL MANAGEMENT ADVISORS, LLC AS ADMINISTRATIVE AGENT				
Street Address:		ITH WACKER DRIVE				
Internal Address:	SUITE 64					
City:						
State/Country:		CHICAGO				
•)				
Postal Code:	60606					
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "<u>Agreement</u>") dated as of November 9, 2018, is executed by the undersigned ("<u>Grantor</u>") for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "<u>Administrative Agent</u>"), in connection with a Guaranty and Collateral Agreement dated as of December 22, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Guaranty and Collateral Agreement</u>"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in <u>Schedule 1</u>, together with any reissues, continuations or extensions thereof; and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in <u>Schedule 1</u> and any Patent issued pursuant to a Patent application referred to in <u>Schedule 1</u> (items (1) and (2) being herein collectively referred to as the "<u>Patent Collateral</u>").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. 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 Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

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PATENT REEL: 047461 FRAME: 0080 As used in this Agreement, the capitalized terms "Patents" and "Proceeds" are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"<u>Patents</u>" means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, and all goodwill associated therewith; (b) all applications for letters patent of the United States or any other country and all divisions, continuations, and continuations-inpart thereof; and (c) all rights to obtain any reissues or extensions of the foregoing.

"<u>Proceeds</u>" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

This Agreement is in addition to that certain Patent Security Agreement dated as of December 22, 2017 between the Grantor and the Administrative Agent (the "<u>Prior Agreement</u>") and is not an amendment, restatement or substitution thereof. The Prior Agreement remains in full force and effect, and Grantor hereby ratifies and affirms all terms and conditions in the Prior Agreement.

[Signature Pages Follow]

Grantor is signing this Patent Security Agreement as of the date stated in the introductory clause.

GRANTOR:

BURROUGHS, INC., a Delaware corporation

By:____

Name: Jason Kwon Title: Secretary and Treasurer

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By: _____ Name: Gerald Burrows Title: Managing Director Grantor is signing this Patent Security Agreement as of the date stated in the introductory clause.

GRANTOR:

BURROUGHS, INC., a Delaware corporation

By:_____ Name: Jason Kwon Title: Secretary and Treasurer

•••

Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

Helen, By:

Name: Gerald Burrows Title: Managing Director

Schedule 1

Patent Collateral

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Burroughs, Inc.	US Patent 7,418,159	11/153,836	8/26/08	6/15/05
Burroughs, Inc.	US Patent 6,628,211	10/101,046	9/30/03	3/19/02
Burroughs, Inc.	US Patent 6,744,469	09/459,555	6/1/04	12/13/99

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PATENT REEL: 047461 FRAME: 0084

RECORDED: 11/09/2018