505184463 11/09/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5231232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
REVENUE MANAGEMENT SOLUTIONS, LLC	11/08/2018

RECEIVING PARTY DATA

Name:	COMMERCE BANK
Street Address:	811 MAIN STREET
Internal Address:	ATTN: COLLATERAL AT KCCLSCOL
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64105

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15839133
Application Number:	15838978

CORRESPONDENCE DATA

Fax Number: (314)612-1301

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: 314-444-7600

Email: ipdept@lewisrice.com

Correspondent Name: LEWIS RICE LLC

Address Line 1: 600 WASHINGTON AVENUE, SUITE 2500

Address Line 2: BOX IP DEPARTMENT

Address Line 4: ST. LOUIS, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	121891.00001
NAME OF SUBMITTER:	CHRIS VOLZ
SIGNATURE:	/Chris Volz/
DATE SIGNED:	11/09/2018

Total Attachments: 4

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "<u>Agreement</u>"), is dated as of November 8, 2018, and is by Revenue Management Solutions, LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of Commerce Bank ("<u>Lender</u>").

RECITALS

- A. Grantor and RMS Holdco H, LLC, a Delaware limited liability company (collectively, the "Borrowers"), and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to the Borrowers and issue letters of credit on behalf of the Borrowers.
- B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications and patent licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- 1. each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule 1</u> attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- 2. each patent license, including, without limitation, each patent license listed on <u>Schedule 1</u>, together with all goodwill associated therewith; and
- 3. all products and proceeds of the foregoing, including, without limitation, 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>, any patent issued pursuant to a patent application referred to in <u>Schedule 1</u> and any patent licensed under any patent license listed on <u>Schedule 1</u> (items 1 through 3 being herein collectively referred to as the "<u>Patent Collateral</u>").

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

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Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Revenue Management Solutions, LLC, a Delaware limited liability company

	a service of the serv				
	By: Name: Title:	James W. Barttott CFO			
Acknowledged: Commerce Bank					
By: Name: Title:					

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Revenue Management Solutions, LLC, a Delaware limited liability company

By:	B.C		
Name:			
Title:			

Acknowledged:

Commerce Bank

Name:

ANTHONY CLARKSON

SCHEDULE 1

to

PATENT SECURITY AGREEMENT

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

Issued	Patents:

None.

Pending Patent Applications:

Abbreviated Title	Publication No.	Filing Date	Publication Date	Country
PATTERNED ARTIFACT REMOVAL FOR BITONAL IMAGES	Application #15/839,133	12/12/2017	Not yet published.	United States of America
DYNAMIC THRESHOLDING FOR MULTIPLE RESULT IMAGE CROSS CORRELATION	Application #15/838/978	12/12/2017	Not yet published.	United States of America

Patent Licenses:

None.

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RECORDED: 11/09/2018

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