

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5167923

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SPREDFAST, INC.	10/01/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GOLDMAN SACHS BDC, INC., AS COLLATERAL AGENT
<b>Street Address:</b>	200 WEST STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10282
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15877379
Application Number:	15782635
Application Number:	15782642
Application Number:	15782653
Application Number:	15821543
Application Number:	15877381
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)891-8763
<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>Email:</b>	rhonda.deleon@lw.com
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560
<b>ATTORNEY DOCKET NUMBER:</b>	055771-0004
<b>NAME OF SUBMITTER:</b>	RHONDA DELEON
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	10/01/2018
<b>Total Attachments: 6</b>	
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source=Lithium - Patent Security Agreement Executed#page6.tif

## PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of October 1, 2018 (this "Patent Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Goldman Sachs BDC, Inc., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of October 3, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Lithium Technologies, LLC, a Delaware limited liability company (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

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

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "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, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the 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 Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. 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 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 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

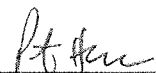
SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

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:**

**SPREDFAST, INC.,**  
a Delaware corporation

By:   
Name: Peter Hess  
Title: President

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

**GOLDMAN SACHS BDC, INC.,**  
as Collateral Agent

By:

*David Yu*

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Name: David Yu  
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 047638 FRAME: 0783**

SCHEDULE 1  
to  
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

None.

United States Patent Applications:

<b>OWNER</b>	<b>TITLE</b>	<b>APPLICATION NUMBER</b>
Spredfast, Inc.	TEMPORAL OPTIMIZATION OF DATA OPERATIONS USING DISTRIBUTED SEARCH AND SERVER MANAGEMENT	15/877,379
Spredfast, Inc.	COMPUTERIZED TOOLS TO ENHANCE SPEED AND PROPAGATION OF CONTENT IN ELECTRONIC MESSAGES AMONG A SYSTEM OF NETWORKED COMPUTING DEVICES	15/782,635
Spredfast, Inc.	PREDICTING PERFORMANCE OF CONTENT AND ELECTRONIC MESSAGES AMONG A SYSTEM OF NETWORKED COMPUTING DEVICES	15/782,642
Spredfast, Inc.	OPTIMIZING EFFECTIVENESS OF CONTENT IN ELECTRONIC MESSAGES AMONG A SYSTEM OF NETWORKED COMPUTING DEVICE	15/782,653
Spredfast, Inc.	RESPONSIVE ACTION PREDICTION BASED ON ELECTRONIC MESSAGES AMONG A SYSTEM OF NETWORKED COMPUTING DEVICES	15/821,543
Spredfast, Inc.	TEMPORAL OPTIMIZATION OF DATA OPERATIONS USING	15/877,381

	DISTRIBUTED SEARCH AND SERVER MANAGEMENT	
N/A	<u>PROPOSED:</u> ACCESS CREDENTIALS MANAGEMENT USING DATA ACCESS CONTROL PLATFORMS (VAULT)	N/A