

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5405451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TOUCHTOWN, INC.	03/04/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CRESTLINE DIRECT FINANCE, L.P., AS COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES	
<b>Street Address:</b>	C/O CRESTLINE INVESTORS, INC., 201 MAIN STREET	
<b>Internal Address:</b>	SUITE 1900	
<b>City:</b>	FORT WORTH	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	76102	
<b>PROPERTY NUMBERS Total: 3</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7930722
	Patent Number:	D614617
	Patent Number:	D640254
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(303)581-8330	
<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>Phone:</b>	404-581-8275	
<b>Email:</b>	srbrown@jonesday.com	
<b>Correspondent Name:</b>	SIDNEY R. BROWN, JONES DAY	
<b>Address Line 1:</b>	1420 PEACHTREE STREET, NE	
<b>Address Line 2:</b>	SUITE 800	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309	
<b>NAME OF SUBMITTER:</b>	SIDNEY R. BROWN	
<b>SIGNATURE:</b>	/Sidney R. Brown/	
<b>DATE SIGNED:</b>	03/05/2019	
<b>Total Attachments: 6</b>		
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**PATENT SECURITY AGREEMENT**

PATENT SECURITY AGREEMENT dated as of March 4, 2019 ("Agreement"), between Touchtown Inc., a Pennsylvania corporation (together with its successors and assigns, the "Assignor"), and Crestline Direct Finance, L.P., as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of the Secured Parties (as defined in the Security Agreement referred to below):

**RECITALS:**

A. This Agreement is made pursuant to the Credit and Guaranty Agreement, dated as of December 15, 2017 (as amended by that certain Amendment No. 1 to Credit and Guaranty Agreement, dated as of May 3, 2018, and by that certain Amendment No. 2 to Credit and Guaranty Agreement dated as of the date hereof, and as the same may be further amended, restated or otherwise modified from time to time, the "Credit Agreement"), by and among U.S. Hospitality Publishers, Inc., Vertical Systems, Inc., Global Business Center, Inc., Uniguest Holdings, Inc., Keylink Service Solutions, Inc., the Assignor, the lenders party thereto from time to time, and Crestline Direct Finance, L.P., as Administrative Agent, Collateral Agent and Sole Lead Arranger.

B. In connection with the Credit Agreement, the Assignor is party to that certain Pledge Supplement dated as of the date hereof and thereby has become a party that certain Pledge and Security Agreement, dated as of December 15, 2017 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, assignment of and lien on the Collateral described therein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;

(iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all goodwill related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

Section 4. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST OR THE REMEDIES HEREUNDER IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

Section 5. **JURY TRIAL WAIVER. THE ASSIGNOR HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS**

**(AS DEFINED IN THE CREDIT AGREEMENT) OR ANY DEALINGS RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE CREDIT DOCUMENTS, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.**

Section 6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

TOUCHTOWN INC.

By: 

Name: Phillip Druce

Title: Secretary

[Crestline/Uniguest – Patent Security Agreement]

**PATENT**  
**REEL: 048507 FRAME: 0452**

Accepted and acknowledged by:

**CRESTLINE DIRECT FINANCE, L.P.,**  
as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C.,  
its general partner

By: Crestline Investors, Inc.,  
its manager

By: \_\_\_\_\_

Name: John S. Cochran

Title: Vice President

Schedule A  
to Patent Security Agreement

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>PATENT</u>
Touchtown Inc.	7,930,722	4/19/2011	Method and System for Creating, Managing and Delivering Community Information
Touchtown Inc.	D614,617	4/27/2010	Design patent on TV+ product.
Touchtown Inc.	D640,254	6/21/2011	Interactive Display Service