

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5405938

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
CONNECTWISE, LLC		02/28/2019
RECEIVING PARTY DATA		
Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT	
Street Address:	399 PARK AVENUE	
Internal Address:	38TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	
PROPERTY NUMBERS Total: 41		
Property Type	Number	
Patent Number:	10116619	
Patent Number:	10157084	
Patent Number:	9367868	
Patent Number:	8935179	
Patent Number:	10057140	
Patent Number:	9672484	
Patent Number:	10079736	
Patent Number:	8996642	
Patent Number:	8903933	
Patent Number:	9684880	
Patent Number:	9201933	
Patent Number:	9928054	
Patent Number:	9971840	
Patent Number:	9800617	
Patent Number:	9363291	
Patent Number:	9940349	
Patent Number:	9245249	
Patent Number:	9843475	
Patent Number:	9842343	

PATENT

Property Type	Number
Patent Number:	9055091
Patent Number:	9240971
Patent Number:	9015224
Patent Number:	9477530
Application Number:	14068638
Application Number:	13958095
Application Number:	13837300
Application Number:	62745049
Application Number:	62755728
Application Number:	62686236
Application Number:	16183517
Application Number:	15935662
Application Number:	15948184
Application Number:	15977164
Application Number:	16183525
Application Number:	14595179
Application Number:	15941921
Application Number:	15612650
Application Number:	15624628
Application Number:	15790736
Application Number:	15835196
Application Number:	15835149

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: LINDA R. KASTNER, C/O LATHAM & WATKINS

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Address Line 2: SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

NAME OF SUBMITTER:	LINDA KASTNER
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SIGNATURE:	/lk/
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DATE SIGNED:	03/05/2019
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Total Attachments: 6

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PATENT

REEL: 048509 FRAME: 0938

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “**Agreement**”), effective as of February 28, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of OWL ROCK CAPITAL CORPORATION (“**ORCC**”), as collateral agent acting for the benefit of the Secured Parties (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) CONNECTWISE HOLDINGS, LLC, a Delaware limited liability company (“**Parent**”), (ii) PROJECT BUCCANEER PURCHASER, LLC, a Delaware limited liability company (“**Merger Sub**”) immediately prior to the consummation of the Merger (as defined below), as Borrower, (iii) CONNECTWISE, LLC, a Delaware limited liability company (“**Target**”), upon and after the consummation of the Merger, as Borrower, (iv) Subsidiaries of the Borrower signatory thereto as guarantors or thereafter designated as Guarantors, (v) the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), (vi) ORCC, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”) and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of February 28, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor's right, title and interest in, to and under all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto, together with all divisionals, continuations, continuations-in-part, and re-examinations, reissues and extensions thereof, all rights to obtain any reissues or extensions of and improvements on the foregoing, all income, royalties, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements thereof, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "***Patent Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

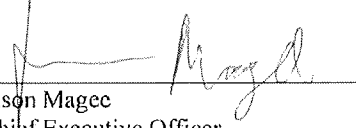
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

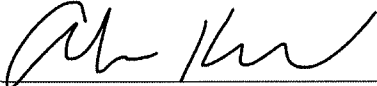
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONNECTWISE, LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Jason Magec
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE A

U.S. Patents and Applications

Title	Application No./ Filing Date	Patent No./ Issue Date	Status	Grantor
Systems and methods for providing a marketplace for accessories of a business automation system	14/068,638 10/31/2013	—	Pending	ConnectWise, LLC
Systems and methods for converting sales opportunities to service tickets, sales orders, and projects	13/958,095 8/2/2013	—	Pending	ConnectWise, LLC
Systems and methods for business management using product data with product classes	13/837,300 3/15/2013	—	Pending	ConnectWise, LLC
Systems and methods for provisioning, configuring, diagnosing, and maintaining out-of-band management of computing devices	14/661,744 3/18/2015	10116619 10/30/2018	Issued	ConnectWise, LLC
Hidden Desktop Session For Remote Access	62/745,049 10/12/2018		Pending	ConnectWise, LLC
Hidden Desktop Session For Remote Access	62/755,728 11/5/2018		Pending	ConnectWise, LLC
Header-Based Fraud Detection of Electronic Messages	62/686,236 6/18/2016		Pending	ConnectWise, LLC
Systems And Methods For Remote Control In Information Technology Infrastructure	16/183,517 11/7/2018		Pending	ConnectWise, LLC
Systems and methods for documenting, analyzing, and supporting information technology infrastructure	15/935,662 3/26/2018		Pending	ConnectWise, LLC
General, flexible, resilient ticketing interface between a device management system and ticketing systems	15/948,184 4/9/2018		Pending	ConnectWise, LLC
Systems and methods for discovering and monitoring devices using search patterns for object identifiers and values	15/977,164 5/11/2018		Pending	ConnectWise, LLC
Systems And Methods For Remote Control In Information Technology Infrastructure	16/183,525 11/7/2018		Pending	ConnectWise, LLC
System and method for automated preparation of quotes and proposals	14/595,179 1/12/2015	—	Pending	ConnectWise, LLC
Cloud-Based Component Delivery	15/941,921 3/30/2018		Pending	ConnectWise, LLC
Systems and methods for interfacing between a sales management system and a project planning system	15/612,650 6/2/2017	—	Pending	ConnectWise, LLC
Project scheduling and management system that uses product data with product classes	15/624,628 6/15/2017	—	Pending	ConnectWise, LLC
Systems and methods for managing lost devices of multiple types with multiple policies using melded profiles associated with groups	15/790,736 10/23/2017	—	Pending	ConnectWise, LLC
Systems and methods for configuring a managed device using an image	15/835,196 12/7/2017	—	Pending	ConnectWise, LLC
Systems and methods for an online marketplace for accessories of a remote monitoring and management product	15/835,149 12/7/2017	—	Pending	ConnectWise, LLC
Automated provisioning and management of cloud services	15/280,417 9/29/2016	10,157,084 12/18/2018	Issued.	ConnectWise, LLC
Electronic quotes and proposals including item feedback	13/539,389 6/30/2012	9,367,868 6/14/2016	Issued	ConnectWise, LLC
System and method for automated preparation of quotes and proposals	13/104,636 5/10/2011	8,935,179 1/13/2015	Issued	ConnectWise, LLC
Systems and methods for updating the configuration of a cloud service	15/809,715 11/10/2017	10,057,140 8/21/2018	Issued	ConnectWise, LLC

Title	Application No./ Filing Date	Patent No./ Issue Date	Status	Grantor
Systems and methods for interfacing between a sales management system and a project planning system	14/565,072 12/9/2014	9,672,484 6/6/2017	Issued	ConnectWise, LLC
Systems and methods for managing service level agreements of support tickets using a chat session	14/448,629 7/31/2014	10,079,736 9/18/2018	Issued	ConnectWise, LLC
Systems and methods for prioritizing and servicing support tickets using a chat session	14/554,963 11/26/2014	8,996,642 3/31/2015	Issued	ConnectWise, LLC
Systems and methods for prioritizing and servicing support tickets using a chat session	14/336,705 7/21/2014	8,903,933 12/2/2014	Issued	ConnectWise, LLC
Project scheduling and management system that uses product data with product classes	13/837,337 3/15/2013	9,684,880 6/20/2017	Issued	ConnectWise, LLC
Systems and methods for documenting, analyzing, and supporting information technology infrastructure	14/640,997 3/6/2015	9,201,933 12/1/2015	Issued	ConnectWise, LLC
Systems and methods for documenting, analyzing, and supporting information technology infrastructure	14/919,286 10/21/2015	9,928,054 3/27/2018	Issued	ConnectWise, LLC
Systems and methods for discovering and monitoring devices using search patterns for object identifiers and values	14/704,606 5/5/2015	9,971,840 5/15/2018	Issued	ConnectWise, LLC
Systems and methods for managing lost devices of multiple types with multiple policies using melded profiles associated with groups	15/149,783 5/9/2016	9,800,617 10/24/2017	Issued	ConnectWise, LLC
Systems and methods for managing lost devices of multiple types with multiple policies using melded profiles associated with groups	14/448,359 7/31/2014	9,363,291 6/7/2016	Issued	ConnectWise, LLC
General, flexible, resilient ticketing interface between a device management system and ticketing systems	14/972,842 12/17/2015	9,940,349 4/10/2018	Issued	ConnectWise, LLC
General, flexible, resilient ticketing interface between a device management system and ticketing systems	13/796,116 3/12/2013	9,245,249 1/26/2016	Issued	ConnectWise, LLC
Systems and methods for configuring a managed device using an image	14/089,679 11/25/2013	9,843,475 12/12/2017	Issued	ConnectWise, LLC
Systems and methods for an online marketplace for accessories of a remote monitoring and management product	13/860,931 4/11/2013	9,842,343 12/12/2017	Issued	ConnectWise, LLC
Adaptive timing of distributed device response to maximize channel capacity utilization	13/678,326 11/15/2012	9,055,091 6/9/2015	Issued	ConnectWise, LLC
Automated management of generalized central name services by distributed remote devices	13/679,694 11/16/2012	9,240,971 1/19/2016	Issued	ConnectWise, LLC
Interactive response of a remote monitoring and management system	13/647,975 10/9/2012	9,015,224 4/21/2015	Issued	ConnectWise, LLC
Automated provisioning and management of cloud services	13/562,015 7/30/2012	9,477,530 10/25/2016	Issued	ConnectWise, LLC