### 505405125 04/01/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5451919

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
WHITEHORSE CAPITAL MANAGEMENT, LLC (F/K/A WHITEHORSE LENDING, LLC), AS COLLATERAL AGENT	04/01/2019

# **RECEIVING PARTY DATA**

Name:	CONVERGENT NEW INTERMEDIATE HOLDCO, LLC		
Street Address:	21700 OXNARD ST., STE 1400		
City:	WOODLAND HILLS		
State/Country:	CALIFORNIA		
Postal Code:	91367		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	8649501	

#### **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:** 3129932647

**Email:** zeynep.gieseke@lw.com **Correspondent Name:** ZEYNEP GIESEKE

Address Line 1: 330 NORTH WABASH AVENUE, SUITE 2800

Address Line 2: LATHAM & WATKINS LLP
Address Line 4: CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 053437-0015	
NAME OF SUBMITTER:	ZEYNEP GIESEKE
SIGNATURE:	/zg/
DATE SIGNED:	04/01/2019

#### **Total Attachments: 3**

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PATENT 505405125 REEL: 048759 FRAME: 0510

# TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT**, dated as of April 1, 2019 ("Release"), is made by Whitehorse Capital Management, LLC (f/k/a Whitehorse Lending, LLC), as collateral agent for the Lenders (the "Collateral Agent") in favor of Convergent New Intermediate Holdco, LLC. (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of April 28, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement"), by and among the Grantor, the Collateral Agent, and others party thereto, and the Patent Security Agreement dated as of April 28, 2017 (the "Patent Security Agreement"), by and among the Grantor and the Collateral Agent, the Grantor granted to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in any and all right, title and interest of the Grantor in and to all Patent Collateral; and

**WHEREAS**, the Patent Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on May 1, 2017 at Reel 042198 Frame 0026.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of the Lenders, and the Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Patent Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. The Collateral Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:
- (a) terminates the Patent Security Agreement and terminates, cancels, discharges, and releases the continuing security interest in, and any and all right, title and interest of the Grantor in and to, all of the Patent Collateral, including, but not limited to, the foregoing listed on <u>Schedule A</u> attached hereto; and
  - (b) authorizes the recordation of this Release with the USPTO at the Grantor's expense.
- **SECTION 3**. Further Actions. The Collateral Agent agrees to take all further actions, and will provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purpose of this Release.
- **SECTION 4**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regarding to conflicts of law or choice of law principles.

PATENT REEL: 048759 FRAME: 0511 IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Lenders, has caused this Release to be duly executed as of the date first set forth above.

Collateral Agent:

Whitehorse Capital Management, LLE

Name: Richard Siegel

Title: Authorized Signatory

REEL: 048759 FRAME: 0512

# Schedule A

# **Patent Collateral**

# Convergent New Intermediate Holdco, LLC

# **Patent Registration / Application**

<u>Grantor</u>	Title	Jurisdiction	Patent No. / Application No.	Issue Date / App. Date
Convergent New		United	8649501	11-FEB-2014
Intermediate Holdco, LLC	Interactive Dialing System	States	13729143	28-DEC-2012

PATENT REEL: 048759 FRAME: 0513

**RECORDED: 04/01/2019**