

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5460147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ASTUTE, INC.	04/05/2019
RECEIVING PARTY DATA	
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT
Street Address:	666 FIFTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10076963
Application Number:	12288261
Application Number:	12032338
CORRESPONDENCE DATA	
Fax Number:	(212)940-8776
<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>	
Phone:	212.940.6562
Email:	joanne.arnold@kattenlaw.com
Correspondent Name:	JOANNE BL ARNOLD
Address Line 1:	KATTEN MUCHIN ROSENMAN
Address Line 2:	575 MADISON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022-2585
ATTORNEY DOCKET NUMBER:	337968-00326
NAME OF SUBMITTER:	JOANNE BL ARNOLD
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	04/05/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of April 5, 2019, (the "Patent Security Agreement"), is made by the entity listed on the signature pages hereof ("Grantor"), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 5, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AST SOL INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings", and, prior to the consummation of the Closing Date Acquisition and the Borrower Assumption, the "Initial Borrower" and the "Borrower"), upon consummation of the Closing Date Acquisition and the Borrower Assumption, ASTUTE HOLDINGS, INC., a Delaware corporation ("Astute Holdings" and, as the surviving entity after giving effect to the Closing Date Acquisition, the "Borrower"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Initial Borrower and the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Initial Borrower and the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the "Patent Collateral"):

- all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

- all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

- all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patent subject to a security interest hereunder.

Termination. This Patent Security Agreement shall terminate and the Lien on the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations to the extent no claims giving rise thereto have been asserted) and cash collateralization of Letters of Credit. Upon the termination of this Patent Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Patent Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Patent Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ASTUTE, INC., an Ohio corporation,
as Grantor

Raymond E Carey IV

By: _____

Name: Raymond Edward Carey IV

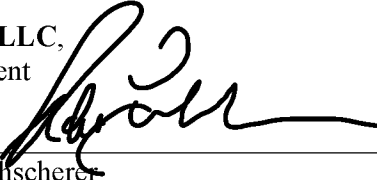
Title: Chief Executive Officer and President

Patent Security Agreement

PATENT
REEL: 048803 FRAME: 0069

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Patent Registrations

REGISTERED PATENTS & PATENT APPLICATIONS

Registration or Application Number	Patent Number	Registration or Application Date	Title	Jurisdiction	Owner of Record
10/076963	US7305345	2/15/2002	Methods, systems, and computer program products for providing automated customer service via intelligent virtual agent that is trained using customer-agent conversation	United States	Astute, Inc.
12/288261	US8731919	10/16/2008	Methods and system for capturing voice files and rendering them searchable by keyword or phrase	United States	Astute, Inc.
12/032338	US8706498	2/15/2008	System for dynamic management of customer direction during live interaction	United States	Astute, Inc.