

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5550305

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT - SECOND LIEN
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
AUTODATA SOLUTIONS, INC.	05/30/2019

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7346656
Patent Number:	8527604
Patent Number:	8893171
Patent Number:	8966369
Application Number:	15265772
Application Number:	15015058
Application Number:	15466539
Application Number:	62638012
Application Number:	62638004
Application Number:	62638007

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 885 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

PATENT

ATTORNEY DOCKET NUMBER:	062108-0003
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	05/31/2019

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of May 30, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CORTLAND CAPITAL MARKET SERVICES LLC, acting through one or more of its branches or any Affiliate thereof (“*Cortland*”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BOOST INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company (“*Holdings*”), PROJECT BOOST PURCHASER, LLC, a Delaware limited liability company (“*Borrower*”), each lender from time to time party thereto (collectively, the “*Lenders*” and individually, a “*Lender*”), and Cortland, as administrative agent and Collateral Agent, entered into that certain Senior Secured Second Lien Credit Agreement, dated as of May 30, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the entry into Bank Product Agreements by the Bank Product Providers from time to time and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of May 30, 2019 made by the grantors party thereto from time to time to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following, except for any Excluded Property (the “*Collateral*”), whether now existing or hereafter arising or acquired from time to time:

the Patents and Patent applications set forth in Schedule A hereto;

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

all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, and the right, but not the obligation, to sue for and collect, or otherwise recover, such damages and injunctive relief; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

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

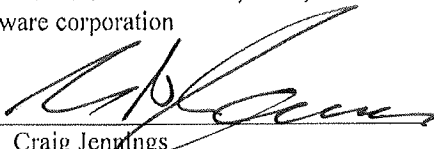
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 7. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial. Sections 10.16 (*Governing Law; Jurisdiction; Etc.*) and 10.17 (*Waiver of Jury Trial*) of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

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

AUTODATA SOLUTIONS, INC.,
a Delaware corporation

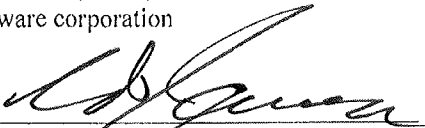
By: 
Name: Craig Jennings
Title: Chief Executive Officer

[Signature Page to Second Lien Patent Security Agreement]

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

AUTODATA, INC.,
a Delaware corporation

By: 
Name: Craig Jennings
Title: Chief Executive Officer

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Second Lien Patent Security Agreement]

SCHEDULE A

PATENTS:

Registrations			
Owner	Title	Patent #	Country
AutoData, Inc.	Computationally efficient process and apparatus for configuring a product over a computer network	6725257	USA
AutoData, Inc.	Data management interference capable of imported electronic content	7433891	USA
Autodata Solutions, Inc.	Asynchronous, networked publication and collaborative communication system	7346656	USA
Autodata Solutions, Inc.	Managed rich media system and method	8527604	USA
Autodata Solutions, Inc.	Method and apparatus for presenting and aggregating information related to the sale of multiple goods and services	8893171	USA
Autodata Solutions, Inc.	High quality semi-automatic production of customized rich media video clips	8966369	USA

Applications			
Owner	Title	App #	Country
Autodata Solutions, Inc.	Automated system and method for validating ruled-based scripts and generating regional-based pricing dependent on product configuration	15/265,772	USA
Autodata Solutions, Inc.	System and method for image generation based on vehicle identification number	15/015,058	USA
Autodata Solutions, Inc.	System and method for generating and supplying viewer customized multimedia presentations	15/466,539	USA
Autodata Solutions, Inc.	Method and system for vehicle image repositioning using machine learning	62/638,012 (provisional)	USA
Autodata Solutions, Inc.	Method and system for vehicle image classification	62/638,004 (provisional)	USA
Autodata Solutions, Inc.	Method and system for identifying and prioritizing notable features	62/638,007 (provisional)	USA