

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5579029

<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>
INGENIO, LLC	06/18/2019
HOROSCOPE.COM, INC.	06/18/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TREE LINE DIRECT LENDING, LP, AS COLLATERAL AGENT
<b>Street Address:</b>	101 CALIFORNIA STREET, SUITE 1700
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94111
<b>PROPERTY NUMBERS Total: 16</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	15977853
Application Number:	15255844
Application Number:	15954387
Application Number:	15831249
Application Number:	16160523
Application Number:	15332913
Application Number:	15808870
Application Number:	16154476
Application Number:	12128449
Patent Number:	7013001
Patent Number:	6553108
Patent Number:	6282276
Patent Number:	5960069
Patent Number:	5933480
Patent Number:	5894510
Patent Number:	5802156
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	
<b>PATENT</b>	

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 4045723401  
**Email:** ssheesley@kslaw.com  
**Correspondent Name:** STEVEN SHEESLEY  
**Address Line 1:** 1180 PEACHTREE STREET NE  
**Address Line 2:** KING & SPALDING LLP  
**Address Line 4:** ATLANTA, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	22036.009005
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<b>NAME OF SUBMITTER:</b>	STEVEN SHEESLEY
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<b>SIGNATURE:</b>	//Steven Sheesley//
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<b>DATE SIGNED:</b>	06/19/2019
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**Total Attachments: 6**

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source=07b - Ingenio - Patent Security Agreement (Executed)#page6.tif

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 18, 2019, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of TREE LINE DIRECT LENDING, LP (“*Tree Line*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

### WITNESSETH:

WHEREAS, Ingenio Holding Company, LLC, a Delaware limited liability company (“*Holdings*”), Ingenio, LLC, a Delaware limited liability company (“*Borrower*”), Horoscope.com, Inc, a Delaware corporation, the Subsidiaries of the Credit Parties that become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Tree Line Direct Lending LP, a Delaware limited partnership (“*Tree Line*”), as administrative agent for the Lenders (in such capacity (as successor to Western Alliance Bank pursuant to that certain Consent and Amendment to Revolving Credit and Term Loan Agreement and Agency Resignation and Substitution, dated as of June 5, 2019), together with its successors and assigns in such capacity, the “*Administrative Agent*”), and Tree Line, as the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), are parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, effective as of June 5, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), which Credit Agreement amended and restated that certain Revolving Credit and Term Loan Agreement, dated as of September 25, 2017;

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of September 25, 2017 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Each 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 such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 such Grantor (the “*Patent Collateral*”):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. 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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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 that any provision of this Patent Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents subject to a security interest hereunder.

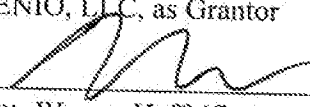
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[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.

INGENIO, LLC, as Grantor

By: 

Name: Warren Heffelfinger

Title: Chief Executive Officer

HOROSCOPE.COM, INC., as Grantor

By: 

Name: Warren Heffelfinger

Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

SCHEDULE I  
TO  
PATENT SECURITY AGREEMENT

1. OWNED PATENTS OF INGENIO, LLC

Topic ID	Title	Country	Status	Application ID	Grant No.
ING002	SYSTEMS AND METHODS TO AVOID COLLISIONS IN ESTABLISHING REAL-TIME COMMUNICATION CONNECTIONS	US	Published	15/977,853	
ING004	SYSTEMS AND METHODS TO DETERMINE QUALITY OF SERVICES PROVIDED OVER REAL-TIME COMMUNICATION CONNECTIONS	US	Granted	15/255,844	9,948,779
ING005	SYSTEMS AND METHODS TO DETERMINE QUALITY OF SERVICES PROVIDED OVER REAL-TIME COMMUNICATION CONNECTIONS	US	Published	15/954,387	
ING007	SYSTEMS AND METHODS TO ENROLL USERS FOR REAL TIME COMMUNICATIONS CONNECTIONS	US	Granted	15/831,249	10,104,234
ING008	SYSTEMS AND METHODS TO ENROLL USERS FOR REAL TIME COMMUNICATIONS CONNECTIONS	US	Application	16/160,523	
ING010	SYSTEMS AND METHODS OF NATURAL LANGUAGE PROCESSING TO RANK USERS OF REAL TIME COMMUNICATIONS	US	Granted	15/332,913	9,819,802

	CONNECTIONS				
ING011	SYSTEMS AND METHODS OF NATURAL LANGUAGE PROCESSING TO RANK USERS OF REAL TIME COMMUNICATIONS CONNECTIONS	US	Granted	15/808,870	10,097,692
ING012	SYSTEMS AND METHODS OF NATURAL LANGUAGE PROCESSING TO RANK USERS OF REAL TIME COMMUNICATIONS CONNECTIONS	US	Application	16/154,476	
ING013	SYSTEMS AND METHODS TO CONVERT A REAL TIME COMMUNICATION CONNECTION	US	Application	12/128,449	

2. PATENT LICENSES OF HOROSCOPE.COM, INC.

Title	County	Status	Grant No.
METHOD OF BILLING A COMMUNICATION SESSION CONDUCTED OVER A COMPUTER NETWORK	US	Granted	7,013,001
METHOD OF BILLING A COMMUNICATION SESSION CONDUCTED OVER A COMPUTER NETWORK	US	Granted	6,553,108
METHOD OF BILLING A VALUE-ADDED CALL	US	Granted	6,282,276
METHOD OF BILLING A MULTIPLE SERVICE REPRESENTATIVE CONFERENCE CALL	US	Granted	5,960,069
METHOD FOR BILLING AND CONTROLLING FRAUD IN PROVIDING PAY INFORMATION SERVICES	US	Granted	5,933,480

MULTIPLE SERVICE REPRESENTATIVE CONFERENCING APPARATUS AND METHOD	US	Granted	5,894,510
METHOD FOR BILLING AND CONTROLLING FRAUD IN PROVIDING PAY INFORMATION SERVICES	US	Granted	5,802,156