

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5704224

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
SHOWINGTIME.COM, INC.		09/05/2019
RECEIVING PARTY DATA		
Name:	ACCEL-KKR CREDIT PARTNERS, LP - SERIES 1	
Street Address:	2500 SAND HILL RD., SUITE 300	
City:	MENLO PARK	
State/Country:	CALIFORNIA	
Postal Code:	94025	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Patent Number:	6973432	
Patent Number:	10026248	
Patent Number:	7853479	
Patent Number:	8035480	
Patent Number:	8145352	
Patent Number:	8649486	
Patent Number:	8754744	
Patent Number:	8971506	
Patent Number:	9460480	
Patent Number:	9761071	
Patent Number:	RE43068	
Application Number:	16236456	
Application Number:	16020733	
CORRESPONDENCE DATA		
Fax Number:	(312)863-7867	
<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:	3128637267	
Email:	jaclyn.digrande@goldbergkohn.com	
Correspondent Name:	JACLYN DI GRANDE - PARALEGAL	
Address Line 1:	GOLDBERG KOHN LTD.	

PATENT

Address Line 2:	55 E MONROE ST., SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7675.013
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NAME OF SUBMITTER:	JACLYN DI GRANDE
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SIGNATURE:	/jaclyn di grande/
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DATE SIGNED:	09/05/2019
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 5th day of September, 2019, by SHOWINGTIME.COM, INC., a Delaware corporation ("Grantor"), in favor of ACCEL-KKR CREDIT PARTNERS, LP - SERIES 1, a Delaware limited partnership, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 5, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among ShowingTime.com, Inc., a Delaware corporation ("Parent Borrower"), and Centralized Showing Service, Inc., a Kansas corporation ("CSS"; Parent Borrower, CSS, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as, a "Lender"), Administrative Agent, and Wells Fargo Bank, N.A., as Servicing Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 5, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Administrative Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Administrative Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend

Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

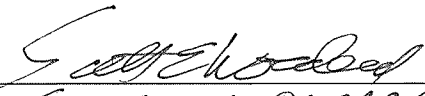
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SHOWINGTIME.COM, INC.

By: 
Name: SCOTT WOODARD
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

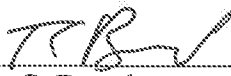
AGENT:

**ACCEL-KKR CREDIT PARTNERS,
LP - SERIES 1**, a Delaware limited partnership

By: AKKR Credit Partners Management Company,
LP
Its: General Partner

By: AKKR Management Company, LLC
Its: General Partner

By: Accel-KKR Holdings GP, LLC
Its: Managing Member

By: 
Name: Thomas C. Barnds
Its: Managing Member

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

PATENT	PATENT NUMBER	REGIS. DATE
REAL ESTATE COORDINATION PROGRAM	6973432	12/6/05
INTEGRATED REAL ESTATE SHOWING SCHEDULING AND KEY MANAGEMENT SYSTEM	10026248	7/17/18
DATA COLLECTION AND DISSEMINATION SYSTEM WITH LITERATURE DISTRIBUTION AND EMAIL FOLLOW-UP	7853479	12/14/10
SHOWING MANAGEMENT SYSTEM TO AUTOMATICALLY MATCH AND CONTROL ELECTRONIC LOCKBOXES	8035480	10/11/11
SHOWING MANAGEMENT SYSTEM TO AUTOMATICALLY MATCH AND CONTROL ELECTRONIC LOCKBOXES	8145352	3/27/12
METHOD FOR PROVIDING TEXT MESSAGING CONFIRMATION	8649486	2/11/14
INTEGRATED REAL ESTATE SHOWING SCHEDULING AND KEY DISPENSING SYSTEM	8754744	6/17/14
SYSTEM AND METHOD FOR PROVIDING TEXT MESSAGING CONFIRMATION	8971506	3/3/15
INTEGRATED REAL ESTATE SHOWING SCHEDULING AND KEY MANAGEMENT SYSTEM	9460480	10/4/16
INTEGRATED REAL ESTATE SHOWING SCHEDULING AND KEY MANAGEMENT SYSTEM	9761071	9/12/17
REAL ESTATE COORDINATION PROGRAM	RE43068	1/3/12

Patent Applications

PATENT	APPLICATION NUMBER
ELECTRONIC DEVICE FOR PROVIDING ACCESS TO PROPERTIES	16236456
SYSTEM AND METHOD FOR MANAGING SHOWINGS OF REAL ESTATE LISTINGS BASED ON MULTIPLE FACTORS	16020733
REAL ESTATE SECURITY SERVICE USING REAL ESTATE APPOINTMENT DATA	88416820