

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5715293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
GAINSIGHT, INC.	07/29/2019
RECEIVING PARTY DATA	
Name:	TC LENDING, LLC, AS COLLATERAL AGENT
Street Address:	888 SEVENTH AVENUE, 35TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10106
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16053497
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	IPDOCKET@IW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	058423-0032
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	09/12/2019
Total Attachments: 3	
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GRANT OF A SECURITY INTEREST – PATENTS

July 29, 2019

WHEREAS, GAINSIGHT, INC., a Delaware corporation (the “Grantor”), holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, the Grantor, along with the other grantors party thereto, has entered into a Pledge and Security Agreement, dated as of July 29, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TC Lending, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, other than any Excluded Assets (as defined in the Security Agreement) (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

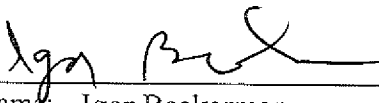
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If any conflict or inconsistency exists between this Grant of Security Interest – Patents and the Security Agreement, the Security Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest –
Patents to be duly executed by its officer thereunto duly authorized as of the date first written above.

GAINSIGHT, INC.

By: 
Name: Igor Beckerman
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Title	Database	Application Number Application Date	Patent Number Issue Date	Owner
REAL-TIME PERSONALIZATION PRODUCT TRACKING B2B/B2C	U.S. Federal	16053497 8/2/2018	20190042203 2/7/2019	Gainsight, Inc.