PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5736731

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
LEAD INTELLIGENCE, INC. (D/B/A JORNAYA)	09/20/2019

RECEIVING PARTY DATA

Name:	CIBC BANK USA	
Street Address:	120 SOUTH LASALLE STREET	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	9495659
Patent Number:	8498976
Patent Number:	8892604
Patent Number:	10366140
Application Number:	13761578

CORRESPONDENCE DATA

Fax Number: (312)980-0765

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: 3122698000

Email: martus@nge.com

Correspondent Name: IAN J. BLOCK

Address Line 1: NEAL GERBER & EISENBERG LLP

Address Line 2: TWO NORTH LASALLE STREET, SUITE 1700

Address Line 4: CHICAGO, ILLINOIS 60602

NAME OF SUBMITTER: IAN J. BLOCK
SIGNATURE: /lan J. Block/
DATE SIGNED: 09/25/2019

Total Attachments: 4

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PATENT 505689921 REEL: 050485 FRAME: 0063

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PATENT REEL: 050485 FRAME: 0064

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of September 20, 2019, is made by LEAD INTELLIGENCE, INC. (d/b/a Jornaya), a Delaware corporation (the "Grantor"), in favor of CIBC BANK USA (the "Lender").

RECITALS

WHEREAS, Grantor has entered into a Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make certain loans to Grantor and pursuant to which Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patent Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 annexed hereto (items 1 and 2 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of Grantor and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals.

PATENT REEL: 050485 FRAME: 0065 IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

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LEAD INTELLIGENCE, INC.

Name: Louis J. Desiderio
Title: Chief Financial Officer

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By:_____

Name: Andrew Schwartz
Title: Managing Director

REEL: 050485 FRAME: 0066

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

	GRANTOR:
	LEAD INTELLIGENCE, INC.
	By:
	Name: Title:
Acknowledged and agreed to:	
LENDER:	
CIBC BANK USA	
By:Name: Andrew Schwartz	

Title: Managing Director

SCHEDULE 1 to PATENT SECURITY AGREEMENT

Patents and Patent Applications

ISSUED PATENTS:

Name	Number	Jurisdiction (if foreign)	Date Filed
Apparatus, method, and a computer program for a form identification number ¹	9,495,659	N/A	May 19, 2011
Pre-audit system, apparatus, and method	8,498,976	N/A	February 21, 2012
Pre-audit system, apparatus, and method	8,892,604	N/A	June 24, 2013
Method for replaying user activity by rebuilding a webpage capturing content at each web event	10,366,140	N/A	March 26, 2014

PATENT APPLICATIONS:

RECORDED: 09/25/2019

Description	Application Number	Application Date
SYSTEM, METHOD, AND COMPUTER PROGRAM FOR AUDIT SCORING	13/761,578	February 7, 2013

Schedule 1 to Patent Security Agreement

PATENT REEL: 050485 FRAME: 0068

¹ This patent is registered under the name "Lead Intel, Inc.", a previous name of Grantor. Ownership of this patent will be assigned to Grantor promptly after Closing.