## 505754174 11/01/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5800987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT		
SEQUENCE:	1		

#### **CONVEYING PARTY DATA**

Name	Execution Date	
LOCKPATH, INC.	11/01/2019	

#### **RECEIVING PARTY DATA**

Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT
Street Address:	1300 THAMES STREET
Internal Address:	FLOOR 04
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number			
Patent Number:	8874621			
Patent Number:	9594778			
Patent Number:	9940392			
Application Number:	15910309			
Application Number:	15617949			

#### **CORRESPONDENCE DATA**

**Fax Number:** (800)494-7512

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:** 202.370.4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JOANNA MCCALL

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1148024
NAME OF SUBMITTER:	SONYA JACKMAN
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	11/01/2019

505754174 REEL: 050911 FRAME: 0873

## **Total Attachments: 4**

source=#92592028v1 - (Lockpath - 1L Patent Security Agreement)#page2.tif source=#92592028v1 - (Lockpath - 1L Patent Security Agreement)#page3.tif

source=#92592028v1 - (Lockpath - 1L Patent Security Agreement)#page4.tif

source=#92592028v1 - (Lockpath - 1L Patent Security Agreement)#page5.tif

PATENT SECURITY AGREEMENT, dated as of November 1, 2019 (this "<u>Agreement</u>"), by and between Lockpath, Inc., a Delaware corporation (the "<u>Grantor</u>"), and Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) that certain First Lien Credit Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Navigator Guarantor Inc., a Delaware corporation ("Initial Holdings"), NAVEX TopCo, Inc., a Delaware corporation (as successor in interest to Navigator Merger Sub, Inc.) (the "Borrower"), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent") and as Collateral Agent, and the various other parties thereto and (b) that certain First Lien Collateral Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among Holdings, Navigator Merger Sub, Inc., the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the "Patent Collateral").

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LOCKPATH, INC., as New Grantor

By:

Name: Robert Conlin

Title: President and Chief Executive Officer

[Signature Page to First Lien Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By:

Name: Lisa Hanson

Title: Vice President

**REEL: 050911 FRAME: 0877** 

# Schedule I to Patent Security Agreement

Category	Name	Original Application #	Filing Date	Status	Granted	Inventors	Patent #
Original Patent	Dynamic content systems and methods	US13/646,005	10/5/2012	Granted	10/28/2014	Chris Goodwin, Tim Norman	US8874621
Revised Patent	Dynamic content systems and methods	US14/470,821	8/27/2014	Granted	3/14/2017	Chris Goodwin, Tim Norman	US9594778
Original Patent	Performing an object relational model query against a database that includes fields defined at runtime	US14/642,641	3/9/2015	Granted	4/10/2018	Tim Norman	US9940392
Revised Patent	Performing an object relational model query against a database that includes fields defined at runtime	US15/910,309	3/2/2018	Pending	N/A	Tim Norman	US 2018 / 0189397
Original Patent	Procedurally specifying calculated database fields, and populating them	US15/617,949	6/8/2017	Granted	9/25/2018	Tim Norman	US10083016

#92530411v2

**RECORDED: 11/01/2019**