

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5949426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
XIFIN, INC.	02/06/2019
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15056817
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<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:	310-557-2900
Email:	klathrop@proskauer.com
Correspondent Name:	PROSKAUER ROSE LLP
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400
Address Line 2:	C/O KIMBERLEY A. LATHROP
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	02/06/2020
Total Attachments: 4	
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SHORT FORM OF PATENT AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 6, 2020 (this “Agreement”), by Xifin, Inc., a California corporation (the “Grantor”), in favor of Ares Capital Corporation, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of February 6, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Patents of the Grantor, including without limitation, those Patents listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

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

XIFIN, INC.

By:


Name: Dale White
Title: Chief Executive Officer and President

[Signature Page to Short Form of Patent Agreement]

PATENT
REEL: 051738 FRAME: 0348

ARES CAPITAL CORPORATION,
as Administrative Agent

By: *Penni Roll*
Name: Penni Roll
Title: Authorized Signatory

Schedule I

Patent Registrations and Applications

Patent Registration and Applications

Patent No. 15/056817 for “PROCESSING, AGGREGATING, ANNOTATING, AND/OR ORGANIZING DATA” owned by XIFIN, Inc.