505903476 02/06/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5950193

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT-SECOND LIEN	

CONVEYING PARTY DATA

Name	Execution Date
RECONDO TECHNOLOGY, INC.	02/04/2020

RECEIVING PARTY DATA

Name:	GLAS AMERICAS LLC
Street Address:	230 PARK AVENUE
Internal Address:	SUITE 1000
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10169

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8943565

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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: (212)455-3762

Email: ksolomon@stblaw.com
Correspondent Name: ALYSHA SEKHON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 003812/0001		
NAME OF SUBMITTER:	ALYSHA SEKHON	
SIGNATURE:	/AS/	
DATE SIGNED:	02/06/2020	

Total Attachments: 5

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Execution Version

PATENT SECURITY AGREEMENT dated as of February 4, 2020 (this "<u>Agreement</u>"), among Recondo Technology, Inc. (the "<u>Grantor</u>") and GLAS AMERICAS LLC, in its capacity as collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the "<u>Collateral Agent</u>").

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of October 22, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Derby Parent, Inc., a Delaware corporation, BNVC Holdings, Inc., a Delaware corporation, ("Holdings"), Derby Merger Sub, Inc., a Delaware corporation, BNVC Group Holdings, Inc., a Delaware corporation, Navicure, Inc. (the "Borrower"), the Lenders from time to time party thereto, GLAS USA LLC, in its capacity as administrative agent, and the Collateral Agent, and (b) the Second Lien Pledge and Security Agreement dated as of October 22, 2019 (as supplemented by that certain Supplement No. 1 thereto, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of the Grantor's right, title and interest in, to and under any Patents now owned or at any time hereafter acquired by the Grantor, including those listed on <u>Schedule I</u> (the "Collateral").

SECTION 3. Security Agreement. The Collateral Agent is entering into this Agreement not in its individual capacity but solely in its capacity as Collateral Agent under the Credit Agreement. 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 Security Agreement. The Grantor hereby acknowledges and affirms that the rights, protections, indemnities and remedies of the Collateral Agent 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. Notwithstanding anything herein to the contrary, the Collateral Agent shall have no responsibility for the preparation, filing or recording of any instrument, document or financing statement or for the perfection or maintenance of any security interest created hereunder.

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.

SECTION 5. <u>CHOICE OF LAW.</u> THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. <u>INTERCREDITOR AGREEMENT GOVERNS</u>. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

RECONDO TECHNOLOGY, INC., as Grantor

By:

Name: William Barrett

Title: Sécretary

[Signature page to Second Lien Patent Security Agreement]

GLAS AMERICAS LLC, as Collateral Agent

By:

Name:

Title:

Yana Kislenko Vice President

[Signature Page to Second Lien Patent Security Agreement]

SCHEDULE I

U.S. Patent Registrations:

RECORDED: 02/06/2020

TITLE	PATENT NO.	ISSUE DATE	OWNER
Recovery of Information from	8,943,565	1/27/15	Recondo
Commercial Web Portals			Technology, Inc.
Portals			