

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6035956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACUMATICA MIDCO, INC.	11/18/2019
RECEIVING PARTY DATA	
Name:	TPG SPECIALTY LENDING, INC.
Street Address:	C/O STATE STREET GLOBAL SERVICES
Internal Address:	1 IRON STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02210
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8812554
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>	
Phone:	2123186532
Email:	alanagramer@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	200 PARK AVENUE
Address Line 2:	C/O PAUL HASTINGS LLP
Address Line 4:	NEW YORK, NEW YORK 10166
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	03/27/2020
Total Attachments: 6	
source=Project Alpha - Patent Security Agreement_26550458_1_0#page1.tif	
source=Project Alpha - Patent Security Agreement_26550458_1_0#page2.tif	
source=Project Alpha - Patent Security Agreement_26550458_1_0#page3.tif	
source=Project Alpha - Patent Security Agreement_26550458_1_0#page4.tif	
source=Project Alpha - Patent Security Agreement_26550458_1_0#page5.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 18th day of November, 2019, by and among the Grantor listed on the signature pages hereof (the “Grantor”), and TPG SPECIALTY LENDING, INC. (“TPG”), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its permitted successors and permitted assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 14, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among ACUMATICA MIDCO, INC. (f/k/a Alpha Midco, Inc.), a Delaware corporation, (the “Borrower”), ACUMATICA TOPCO, INC. (f/k/a Alpha Topco, Inc.), a Delaware corporation (“Holdings”), the lenders party thereto (each of such lenders, together with its permitted successors and permitted assigns, is referred to hereinafter as a “Lender” and collectively, the “Lenders”), TPG, as sole lead arranger (in such capacity, the “Arranger”), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of each member of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 15, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “GSA”); and

WHEREAS, pursuant to the GSA, Grantor is required to execute and deliver to Agent, for the benefit of each member of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

(1) DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the GSA or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the GSA, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

(2) GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its U.S. federal Patent registrations and applications referred to on Schedule I;

(b) all divisionals, continuations, continuations in part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any such Intellectual Property License.

(3) SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

(4) SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each member of the Lender Group and the Bank Product Providers, pursuant to the GSA. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the GSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the GSA, the GSA shall control.

(5) AUTHORIZATION TO SUPPLEMENT. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any Collateral constituting new U.S. federal Patents and applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security

Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

(7) CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GSA, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR

ACUMATICA MIDCO, INC.

By: 

Name: Jon Roskill

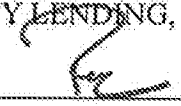
Title: Secretary

[Signature Page to Patent Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

TPG SPECIALTY LENDING, INC.

By: 
Name: Robert (Bo) Stanley
Title: President

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent</u>	<u>Application/ Patent No.</u>	<u>Filing Date</u>
Acumatica Midco, Inc. (f/k/a Alpha Midco, Inc.)	United States of America	METHOD AND SYSTEM FOR STORING SHARED DATA RECORDS IN RELATIONAL DATABASE	Application No: 13/426744 Patent No: 8812554	March 22, 2012