

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FREEDOM SOLUTIONS GROUP, L.L.C.	04/09/2020
RECEIVING PARTY DATA	
Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	399 PARK AVENUE, 38TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10261980
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:	212-819-2655
Email:	iprecordations@whitecase.com
Correspondent Name:	PETER GIOVINE/WHITE & CASE LLP
Address Line 1:	1221 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10020
NAME OF SUBMITTER:	PETER GIOVINE
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	04/09/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of April 9, 2020 (this “Patent Security Agreement”), is made by Freedom Solutions Group, L.L.C., a Delaware limited liability company (the “Pledgor”) in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of May 31, 2019 (as amended by the First Amendment to Credit Agreement, dated as of August 15, 2019 and the Second Amendment to Credit Agreement, dated as of March 19, 2020, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Litera Bidco LLC, a Delaware limited liability company (the “Borrower”), Litera Midco LLC, a Delaware limited liability company (“Holdings”), the other guarantors from time to time party thereto, the financial institutions from time to time party thereto as lenders and Owl Rock Capital Corporation, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Security Agreement, dated as of May 31, 2019 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), made by the Borrower, Holdings, the Pledgor and certain other guarantors from time to time party thereto in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, but in each case excluding any Excluded Property (collectively, the “Patent Collateral”):

- (a) all Patents of the Pledgor, including, without limitation, the United States patents and patent applications registered with USPTO listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations or as otherwise provided in the Security Agreement, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This Patent Security 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means (including as a PDF) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS PATENT SECURITY AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (INCLUDING STATUTES OF LIMITATION) OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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

PLEDGOR:

**FREEDOM SOLUTIONS GROUP,
L.L.C.**

By: _____

DocuSigned by:
Ed Tomczuk
93441047C32845F...

Name: Ed Tomczuk
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 052368 FRAME: 0027**

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: _____


Name: Alexis Maged
Title: Authorized Signatory

SCHEDULE 1

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

OWNER	TITLE	REGISTRATION NUMBER
Freedom Solutions Group, L.L.C.	Method and System for Persisting Add-In Data in Documents	U.S. 13/569,843 U.S. 10,261,980

United States Patent Applications:

None.