

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6112669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DECISION RESOURCES, INC.	05/15/2020
DR/DECISION RESOURCES, LLC	05/15/2020
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A. AS COLLATERAL AGENT
Street Address:	101 NORTH TRYON STREET
Internal Address:	5TH FLOOR
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8725552
Application Number:	16598405
Application Number:	15623998
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:	2128598000
Email:	teas@friedfrank.com
Correspondent Name:	KIMBERLY BARR C/O FRIED FRANK ET AL
Address Line 1:	ONE NEW YORK PLAZA
Address Line 4:	NEW YORK, NEW YORK 10004
ATTORNEY DOCKET NUMBER:	33748-125
NAME OF SUBMITTER:	KIMBERLY BARR
SIGNATURE:	/KIMBERLY BARR/
DATE SIGNED:	05/19/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	

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source=Clarivate - 2020 Joinder - Patent Security Agreement [Execution]#page5.tif

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Agreement”), dated as of May 15, 2020, is entered into by each of the undersigned (each, a “Grantor”) in favor of Bank of America, N.A., as Collateral Agent (together with its successors, in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain Assumption Agreement, dated as of the date hereof, whereby such Grantor became a party to that certain Pledge and Security Agreement, dated as of October 31, 2019, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Pledge and Security Agreement”), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in and to the Patent Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property 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 and wherever the same may be located (collectively, the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- i. all United States patents and applications for letters patent registered with (or applied for in) the United States Patent and Trademark Office, including, but not limited to, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;
- ii. all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing;
- iii. the right to sue or otherwise recover for any past, present and future infringement or other violation of any of the foregoing; and
- iv. all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto;

provided, that the Patent Collateral shall not include any Excluded Assets.

[Signature Page to Patent Security Agreement]

SECTION 3. Pledge and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor 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 Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Release. The Liens granted by each Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the Pledge and Security Agreement in accordance with its terms.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

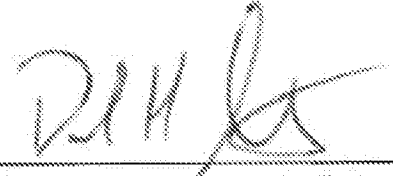
GRANTORS:

DECISION RESOURCES, INC.
DR/DECISION RESOURCES, LLC

DocuSigned by:
By: Richard Hanks
Name: Richard Hanks
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By:



Name: **David H. Strickert**
Title: **Managing Director**

[Signature Page to Patent Security Agreement]

PATENT
REEL: 052698 FRAME: 0091

Schedule A

Patent and Patent Applications

Title	Application Date	Application Number	Patent Number	Country	Owner
Pharmaceutical/life science technology evaluation and scoring	11/28/2012	13/688,101	8,725,552	US - (United States)	DR/Decision Resources, LLC
Pharmaceutical/Life Science Technology Evaluation And Scoring	10/10/2019	16/598,405		US - (United States)	DR/Decision Resources, LLC
METHOD AND SYSTEM FOR MANAGING DATA	6/15/2017	15/623,998		US - (United States)	Decision Resources, Inc.