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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6127664

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | 1.5 LIEN PATENT SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| PROGREXION IP, INC. | 05/27/2020 |
| RECEIVING PARTY DATA | |
| Name: | H.I.G. PROGREXION, LLC, AS COLLATERAL AGENT |
| Street Address: | C/O H.I.G. CAPITAL, L.L.C., 1450 BRICKELL AVENUE, 31ST FLOOR |
| City: | MIAMI |
| State/Country: | FLORIDA |
| Postal Code: | 33131 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 10114798 |
| Patent Number: | 10346906 |
| Patent Number: | 10229455 |
| Application Number: | 16174029 |
| CORRESPONDENCE DATA | |
| Fax Number: | (213)891-8763 |
| <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> | |
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| ATTORNEY DOCKET NUMBER: | 054182-0006 |
| NAME OF SUBMITTER: | RHONDA DELEON |
| SIGNATURE: | /Rhonda DeLeon/ |
| DATE SIGNED: | 05/28/2020 |
| Total Attachments: 5 | |
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1.5 LIEN PATENT SECURITY AGREEMENT

This 1.5 LIEN PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of May 27, 2020, by **PROGREXION IP, INC.** (“Grantor”) and **H.I.G. PROGREXION, LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a 1.5 Lien Pledge and Security Agreement, dated as of May 27, 2020 (as it may be from time to time amended, restated, amended and restated, supplemented and/or otherwise modified in accordance with the terms thereof, the “1.5 Lien Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the 1.5 Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the 1.5 Lien Security Agreement and used herein have the meaning given to them in the 1.5 Lien Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges, assigns and grants to the Collateral Agent on behalf of and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under all the following Collateral of Grantor:

(a) all Patents and applications thereof, including those listed on Schedule I attached hereto; and

(b) all proceeds of any and all of the foregoing.

SECTION 3. 1.5 Lien 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 1.5 Lien Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the 1.5 Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Patent Security Agreement is deemed to conflict with the 1.5 Lien Security Agreement, the provisions of the 1.5 Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the 1.5 Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of 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 counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of that certain Amended and Restated Intercreditor Agreement, dated as of May 27, 2020 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the “Amended and Restated Intercreditor Agreement”). In the event of any conflict among the terms of the Amended and Restated Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Amended and Restated Intercreditor Agreement shall govern and control.

SECTION 7. Sections 7.14, 7.15, 7.16, 8.1 and 8.2 of the Security Agreement are hereby incorporated herein by reference, and shall apply to this Patent Security Agreement mutadis mutandis as if fully set forth herein.

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

PROGREXION IP, INC., as Grantor

By: 
Name: Michael DeVico
Title: President

Accepted and Agreed:

H.I.G. PROGREXION, LLC,
as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE I
to
1.5 LIEN PATENT SECURITY AGREEMENT
UNITED STATES PATENT REGISTRATIONS AND PATENT APPLICATIONS

| Title | Registered Owner/Grantor | Patent No. (Application No.) |
|---|--------------------------|---------------------------------|
| Automated Context-Based Unique Letter Generation | Progrexion IP, Inc. | 10114798 |
| Credit Repair User Interface | Progrexion IP, Inc. | 10346906 |
| Credit Repair By Analysis of Trade Line Properties | Progrexion IP, Inc. | 10229455 |
| Credit Repair By Analysis of Trade Line Properties | Progrexion IP, Inc. | (16174029) |