

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6230866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
MITCHELL INTERNATIONAL, INC.	07/31/2020

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 8

Property Type	Number
Application Number:	16520011
Application Number:	16520026
Application Number:	16569886
Application Number:	16570751
Application Number:	16570758
Application Number:	16585468
Application Number:	16676576
Application Number:	16678216

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 2127013365

Email: ecarrera@cahill.com

Correspondent Name: ELAINE CARRERA, SENIOR PARALEGAL

Address Line 1: 80 PINE STREET

Address Line 2: CAHILL GORDON & REINDEL LLP

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	41260.0298 1L PAT
NAME OF SUBMITTER:	ELAINE CARRERA

PATENT

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/03/2020
Total Attachments: 5 source=25. Mitchell (2020) - First Lien Patent Security Agreement#page2.tif source=25. Mitchell (2020) - First Lien Patent Security Agreement#page3.tif source=25. Mitchell (2020) - First Lien Patent Security Agreement#page4.tif source=25. Mitchell (2020) - First Lien Patent Security Agreement#page5.tif source=25. Mitchell (2020) - First Lien Patent Security Agreement#page6.tif	

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of July 31, 2020, is made by Mitchell International, Inc., a Delaware corporation (the "Grantor"), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of November 30, 2017 (as amended by Amendment No. 1, dated as of October 31, 2018, as amended by Amendment No. 2, dated as of July 31, 2020, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MIH PARENT, INC., a Nevada corporation ("Holdings"), the Grantor, in its capacity as the borrower (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of December 1, 2017, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Patents, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security

Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

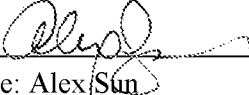
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

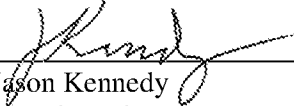
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MITCHELL INTERNATIONAL, INC.,
as the Grantor

By:  _____
Name: Alex Sun
Title: President and Chief Executive Officer

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: Jason Kennedy
Title: Managing Director

SCHEDULE A

U.S. Patent Registrations and Applications

Title	Status	Serial No Filing Date	Patent No. Issue Date	Owner
Methods For Assessing Conditioning Of A Total Loss Vehicle And Devices Thereof	Pending	16/520011 23-JUL-2019	--	Mitchell International, Inc.
Methods For Managing One Or More Uncorrelated Elements In Data And Devices Thereof	Pending	16/520026 23-JUL-2019	--	Mitchell International, Inc.
Methods For Dynamic Management Of Format Conversion Of An Electronic Image And Devices Thereof	Pending	16/569886 13-SEP-2019	--	Mitchell International, Inc.
Methods For Improved Delta Velocity Determination Using Machine Learning And Devices Thereof	Pending	16/570751 13-SEP-2019	--	Mitchell International, Inc.
Methods For Automatically Determining Injury Treatment Relation To A Motor Vehicle Accident And Devices Thereof	Pending	16/570758 13-SEP-2019	--	Mitchell International, Inc.
Methods For Estimating Repair Data Utilizing Artificial Intelligence And Devices Thereof	Pending	16/585468 27-SEP-2019	--	Mitchell International, Inc.
Systems And Methods For Use Of Diagnostic Scan Tool In Automotive Collision Repair	Pending	16/676576 07-OCT-2019	--	Mitchell International, Inc.
Methods For Electronically Processing Insurance Claims And Devices Thereof	Pending	16/678216 08-OCT-2019	--	Mitchell International, Inc.