506323348 10/27/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6370098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HYPHEN SOLUTIONS, LLC	10/27/2020

RECEIVING PARTY DATA

Name:	CHURCHILL AGENCY SERVICES LLC	
Street Address:	430 PARK AVENUE, 14TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10022	

PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	10311528
Patent Number:	10121112
Patent Number:	9740999
Patent Number:	9123005
Patent Number:	9818074
Patent Number:	8977236
Patent Number:	8971853
Application Number:	15094822

CORRESPONDENCE DATA

Fax Number: (212)969-2900

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: 212-969-3000

Email: ypan@proskauer.com
Correspondent Name: ELIZABETH JOHNSON
Address Line 1: PROSKAUER ROSE LLP
Address Line 2: ONE INTERNATIONAL PLACE
Address Line 4: BOSTON, NEW YORK 02110-2600

ATTORNEY DOCKET NUMBER:	37226-006	
NAME OF SUBMITTER:	ELIZABETH JOHNSON	
SIGNATURE:	/Elizabeth Johnson/	

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of October 27, 2020, is made by HYPHEN SOLUTIONS, LLC, a Texas limited liability company (the "Grantor"), in favor of CHURCHILL AGENCY SERVICES LLC, as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of October 27, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HYPHEN SOLUTIONS HOLDINGS LLC, a Delaware limited liability company ("Holdings"), HYPHEN SOLUTIONS, LLC (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and CHURCHILL AGENCY SERVICES LLC, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case 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 Security Agreement, dated as of October 27, 2020 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the 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 the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks 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, the 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. The 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 the 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. The 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. <u>GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY,</u> 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.

HYPHEN SOLUTIONS, LLC, as the Grantor

By: ____

Name: Stephen Schilsky

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Patent Rights]

CHURCHILL AGENCY SERVICES LLC,

as the Collateral Agent

Name: Mat Linett

Title: Senior Managing Director

REEL: 054180 FRAME: 0297

SCHEDULE A

U.S. Patent Registrations and Applications

<u>Owner</u>	Patent/Application Number	<u>Description</u>
Hyphen Solutions, LLC	10311528	CLOSED NETWORK PO
		DETAIL COMMUNICATION
Hyphen Solutions, LLC	10121112	SYSTEMS AND METHODS
		FOR IMPROVED
		MANAGEMENT OF
		CONSTRUCTION PROJECT
		DATA
Hyphen Solutions, LLC	Application no.	HOMEOWNER SYSTEM
	15/094822	AND PORTAL
Hyphen Solutions, LLC	9,740,999	REAL TIME CUSTOMER
		ACCESS TO LOCATION,
		ARRIVAL AND ON-SITE
		TIME DATA
Hyphen Solutions, LLC	9,123,005	METHOD AND SYSTEM TO
		DEFINE IMPLEMENT AND
		ENFORCE WORKFLOW OF
		A MOBILE WORKFORCE
Hyphen Solutions, LLC	9,818,074	METHOD AND SYSTEM TO
		ANALYZE TIME STAMP
		LOCATION DATA TO
		PRODUCE MOVEMENT AND
		IDLE SEGMENTS
Hyphen Solutions, LLC	8,977,236	METHOD AND SYSTEM TO
		RECORD AND VISUALIZE
		TYPE, PATH AND
		LOCATION OF MOVING
		AND IDLE SEGMENTS
Hyphen Solutions, LLC	8,971,853	METHOD AND SYSTEM TO
		RECORD AND VISUALIZE
		TYPE, TIME AND
		DURATION OF MOVING
		AND IDLE SEGMENTS

RECORDED: 10/27/2020