

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6391732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
ECI SOFTWARE SOLUTIONS, INC.			11/09/2020
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS FIRST LIEN COLLATERAL AGENT		
Street Address:	101 N. TRYON STREET		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	9372438		
Patent Number:	8825835		
Application Number:	16663022		
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	STEWART WALSH		
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1287332 PAT		
NAME OF SUBMITTER:	THERESA VOLANO		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	11/09/2020		
Total Attachments: 5			
source=ECi - Patent Security Agreement [Executed] - Filing#page2.tif			
source=ECi - Patent Security Agreement [Executed] - Filing#page3.tif			
source=ECi - Patent Security Agreement [Executed] - Filing#page4.tif			

source=ECi - Patent Security Agreement [Executed] - Filing#page5.tif
source=ECi - Patent Security Agreement [Executed] - Filing#page6.tif

FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") dated November 9, 2020, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BANK OF AMERICA, N.A. ("Bank of America") as Collateral Agent (the "First Lien Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, ECI MACOLA/MAX HOLDING, LLC, a Delaware limited liability company (the "Parent Borrower"), ECI SOFTWARE SOLUTIONS, INC., a Delaware corporation (the "Co-Borrower"), and together with the Parent Borrower, the "Borrowers"), ECLIPSE ACQUISITION LLC, a Delaware limited liability company ("Holdings"), Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each other party thereto have entered into the First Lien Credit Agreement dated as of November 9, 2020 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "First Lien Collateral"):

- (a) all issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office, including those set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment

of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, 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.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the First Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

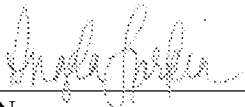
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ECI SOFTWARE SOLUTIONS, INC.,
as an Initial Grantor

By: 

Name: Gordon P. Kushner
Title: Secretary

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

By: 
Name: Angela Larkin
Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

Title	Juris dictio n	Status	Patent No.	App. date	Patent Date	Owner
System and method for determining a level of toner in a replacement toner cartridge	U.S.	Issued	9372438	17-OCT-2014	21-JUN-2016	ECI SOFTWARE SOLUTIONS, INC.
Status monitoring system and method	U.S.	Issued	8825835	06-DEC-2005	02-SEPT-2014	ECI SOFTWARE SOLUTIONS, INC.
Construction Project Information and Document Access System	U.S.	Pending	16,663,022	24-OCT-2019		ECI SOFTWARE SOLUTIONS, INC.