

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6464148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PROCTORU, INC.	12/22/2020
RECEIVING PARTY DATA	
Name:	ALTER DOMUS (US) LLC, AS ADMINISTRATIVE AGENT
Street Address:	225 WEST WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	10192043
Patent Number:	10083619
Patent Number:	9601024
Application Number:	16258140
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE, 23RD FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	54934.058
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/22/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this "**Patent Security Agreement**") dated as of December 22, 2020 is made by ProctorU Inc. ("**Grantor**") in favor of Alter Domus (US) LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 22, 2020 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the "**Credit Agreement**"), by and among MZR Buyer Midco, LLC, a Delaware limited liability company ("**Holdings**"), MZR Buyer, LLC, a Delaware limited liability company ("**Borrower**"), and the other Credit Parties party thereto from time to time, Agent and the Lenders party thereto from time to time, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (the "**Guaranty and Security Agreement**"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the "**Patent Collateral**"):

- a) all of its Patents referred to on Schedule 1 hereto;
- b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty 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 Patent Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Agreement subject to a security interest hereunder.

5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

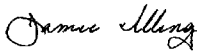
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

PROCTORU INC., as Grantor

DocuSigned by:

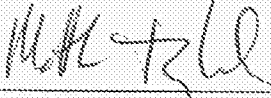
By:  _____
GEE2DE360376448...

Name: Jamie Illing

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC, as Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

1. PATENTS

Owner of Record	Title	US App. No.	Filing Date	Pat. No.	Issue Date
ProctorU Inc.	IDENTITY VERIFICATION	15/132,932	4/19/2016	10,192,043	1/29/2019
ProctorU Inc.	ONLINE PROCTORING PROCESS FOR DISTANCE-BASED TESTING	15/462,676	3/17/2017	10,083,619	9/25/2018
ProctorU Inc.	ONLINE PROCTORING PROCESS FOR DISTANCE-BASED TESTING	17/067,796	10/30/2013	9,601,024	3/21/2017

2. PATENT APPLICATIONS

Owner of Record	Title	US App. No.	Filing Date	Pat. No.	Issue Date
ProctorU Inc.	SYSTEM FOR ONLINE AUTOMATED EXAM PROCTORING	16/258,140	1/25/2019	—	—