

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6545213

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VERSIONONE, INC.	02/10/2021
DIGITAL.AI SOFTWARE, INC.	02/10/2021
ARXAN TECHNOLOGIES, INC.	02/10/2021
NUMERIFY, INC.	02/10/2021
XEBIALABS, INC.	02/10/2021
RECEIVING PARTY DATA	
Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 300
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 59	
Property Type	Number
Patent Number:	8701078
Patent Number:	8739047
Patent Number:	8370803
Patent Number:	9501751
Patent Number:	8453067
Patent Number:	8561012
Patent Number:	8875088
Patent Number:	8418147
Patent Number:	8813040
Patent Number:	10025460
Patent Number:	9582135
Patent Number:	9129240
Patent Number:	9292809
Patent Number:	9690461
Patent Number:	9858069

PATENT

Property Type	Number
Patent Number:	10705898
Patent Number:	9262600
Patent Number:	8510571
Patent Number:	7853018
Patent Number:	7757097
Patent Number:	7287166
Patent Number:	7707433
Patent Number:	6957341
Patent Number:	8850424
Patent Number:	9354849
Patent Number:	9397885
Patent Number:	9594847
Patent Number:	10095633
Patent Number:	9954728
Patent Number:	10698671
Patent Number:	9098315
Patent Number:	9619535
Patent Number:	9881055
Patent Number:	9886490
Patent Number:	9922104
Patent Number:	9959295
Patent Number:	10049142
Patent Number:	10095766
Patent Number:	10346851
Patent Number:	10360239
Patent Number:	10423639
Patent Number:	10430799
Patent Number:	10467635
Patent Number:	10599678
Patent Number:	10613525
Patent Number:	10614091
Patent Number:	10713609
Application Number:	15424412
Application Number:	15805786
Application Number:	15992992
Application Number:	16273127
Application Number:	16577631
Application Number:	16816648

Property Type	Number
Application Number:	16885220
Application Number:	16709846
Application Number:	16878427
Application Number:	16888300
Application Number:	17105499
Application Number:	17106146

CORRESPONDENCE DATA

Fax Number: (310)557-2193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11964.331

NAME OF SUBMITTER: KIMBERLEY A. LATHROP

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 02/10/2021

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of February 10, 2021, by and among VERSIONONE, INC., a Delaware corporation, DIGITAL.AI SOFTWARE, INC., a Delaware corporation, ARXAN TECHNOLOGIES, INC., a Delaware corporation, NUMERFIY, INC. a Delaware corporation, and XEBIALABS, INC., a Delaware corporation (each, a “Grantor” and, collectively, the “Grantors”) and MIDCAP FINANCIAL TRUST, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantors are party to a Pledge and Security Agreement, dated as of February 10, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in certain intellectual property rights owned by such Grantor and pursuant to which each Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges, assigns and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under: (a) all Patents owned by such Grantor, including but not limited to the Patents listed on Schedule I attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described herein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages and proceeds of suit arising therefrom and (g) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Patent Collateral”).

SECTION 3. 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 Security Agreement, and should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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

Collateral under this Patent Security Agreement.

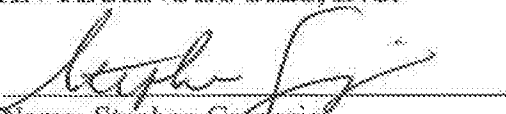
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed 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. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

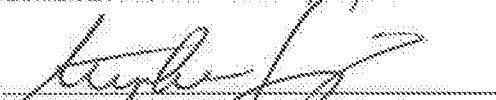
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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NUMERIFY, INC.,
XEBIALABS, INC.,
ARXAN TECHNOLOGIES, INC.

By: 
Name: Stephen Gregorio
Title: Chief Financial Officer and Secretary

VERSIONONE, INC.,
DIGITAL.AI SOFTWARE, INC.

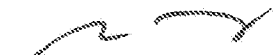
By: 
Name: Stephen Gregorio
Title: Chief Financial Officer

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I

UNITED STATES ISSUED PATENTS:

Title	Patent No.	Issue Date	Owner
Customized settings for viewing and editing assets in Agile software development	8,701,078	04/15/14	VersionOne, Inc.
Integrated planning environment for Agile software development	8,739,047	05/27/14	VersionOne, Inc.
Asset templates for Agile software development	8,370,803	02/05/13	VersionOne, Inc.
Virtual Interactive Taskboard for Tracking Agile Software Development	9,501,751	11/22/16	VersionOne, Inc.
Multiple display modes for a pane in a graphical user interface	8,453,067	05/28/13	VersionOne, Inc.
Transitioning between iterations in Agile software development	8,561,012	10/15/13	VersionOne, Inc.
Methods and systems for performing project schedule forecasting	8,875,088	10/28/14	VersionOne, Inc.
Methods and systems for reporting on build runs in software development	8,418,147	04/09/13	VersionOne, Inc.
Methods and systems for reporting on build runs in software development	8,813,040	08/19/14	VersionOne, Inc.
Systems and methods for displaying menu items	10,025,460	7/17/18	VersionOne, Inc.
Multiple display modes for a pane in a graphical user interface	9,582,135	02/28/17	VersionOne, Inc.
Transitioning between iterations in Agile software development	9,129,240	09/08/15	VersionOne, Inc.
Customized Settings for Viewing and Editing Assets in Agile Software Development	9,292,809	3/22/16	VersionOne, Inc.
Integrated Planning Environment for Agile Software Development	9,690,461	6/27/17	VersionOne, Inc.
Transitioning Between Iterations in Agile Software Development	9,858,069	1/2/18	VersionOne, Inc.
TRANSMITTING SURREPTITIOUS DATA ON AN EXISTING COMMUNICATION CHANNEL	10,705,898	7/07/20	Arxan Technologies, Inc.

Tamper Proof Mutating	9,262,600	2/16/16	Arxan Technologies, Inc.
System and Method for Inserting Security Mechanisms into a Software Program	8,510,571	8/13/13	Arxan Technologies, Inc.
Method and Apparatus for Hiding a Private Key	7,853,018	12/14/10	Arxan Technologies, Inc.
Method and System for Tamperproofing Software	7,757,097	7/13/10	Arxan Technologies, Inc. ¹
New Guards for Application in Software Tamperproofing	7,287,166	10/23/07	Arxan Technologies, Inc.
Method and System for Secure Computational Outsourcing Disguise	7,707,433	4/27/10	Arxan Technologies, Inc.
Method and System for Secure Computational Outsourcing Disguise	6,957,341	10/18/05	Arxan Technologies, Inc.
Processing, modification, distribution of installation packages (Apperian)	8,850,424	09/30/14	Arxan Technologies, Inc.
Modification of compiled applications and application management using retrievable policies (Apperian)	9,354,849	05/31/16	Arxan Technologies, Inc. ²
Conveyance of configuration information in a network (Apperian)	9,397,885	07/19/16	Arxan Technologies, Inc.
Cache longevity detection and refresh	9,594,847	03/14/17	Arxan Technologies, Inc.
Cache longevity detection and refresh	10,095,633	10/09/18	Arxan Technologies, Inc.
Management of mobile devices in a network environment	9,954,728	04/24/18	Arxan Technologies, Inc.
Processing, modification, distribution of custom software installation packages	10,698,671	07/07/20	Arxan Technologies, Inc.
Generic web service adaptor for performing web service operations for multiple web service providers	9,098,315	08/04/15	Numerify, Inc.
User driven warehousing	9,619,535	04/11/17	Numerify, Inc.

¹ NTD: USPTO recorded owners are Mikhail J. Atallah and Hoi Chang. The assignment to Arxan Technologies, Inc. was never filed, but the patent is due to expire in 2023 and the Company does not prioritize patent filings as a way to protect their proprietary software.

² NTD: USPTO recorded owner is Apperian, Inc. The assignment to Arxan Technologies, Inc. was never filed but Apperian, Inc. historically does not assert its patents against others and the Company does not prioritize patent filings as a way to protect their proprietary software.

Language conversion based on s-expression tabular structure	9,881,055	01/30/18	Numerify, Inc.
Common extract store	9,886,490	02/06/18	Numerify, Inc.
Metadata driven code-generated external data feeds	9,922,104	03/20/18	Numerify, Inc.
S-expression based computation of lineage and change impact analysis	9,959,295	05/01/18	Numerify, Inc.
Multi-step code generation for bi processes	10,049,142	08/14/18	Numerify, Inc.
Automated refinement and validation of data warehouse star schemas	10,095,766	10/09/18	Numerify, Inc.
Automated incident, problem, change correlation analysis system	10,346,851	07/09/19	Numerify, Inc.
Automated definition of data warehouse star schemas	10,360,239	07/23/19	Numerify, Inc.
Automated customization preservation	10,423,639	09/24/19	Numerify, Inc.
System and method for determining a time threshold guarantee of a task for updating in a penalty clause of a service level agreement	10,430,799	10/01/19	Numerify, Inc.
Efficient cross customer analytics	10,467,635	11/05/19	Numerify, Inc.
Input gathering system and method for defining, refining, or validating star schema for a source database	10,599,678	03/24/20	Numerify, Inc.
Automated health assessment and outage prediction system	10,613,525	04/07/20	Numerify, Inc.
Warehouse based reporting and operational reporting integration	10,614,091	04/07/20	Numerify, Inc.
Model driven reporting	10,713,609	07/14/2020	Numerify, Inc.

UNITED STATES PATENT APPLICATIONS:

Title	Application No.	Application Date	Owner
Automated determination of optimum asset lifetimes	15/424,412	02/03/17	Numerify, Inc.
Computer incident prioritization	15/805,786	11/07/17	Numerify, Inc.
Aids for porting predictive models across tenants and handling impact of source changes on predictive models	15/992,992	05/30/18	Numerify, Inc.
Automatic recommendation of predictor variable values for	16/273,127	02/11/19	Numerify, Inc.

improving predictive outcomes			
Efficient cross customer analytics (divisional)	16/577,631	09/20/19	Numerify, Inc.
System and method for training machine learning models to generate intuitive probabilities	16/816,648	03/12/20	Numerify, Inc.
Model driven reporting (divisional)	16/885,220	05/27/20	Numerify, Inc.
Method For Predicting The Successfulness Of The Execution Of A DevOps Release Pipeline	16/709,846	12/10/2019	XebiaLabs, Inc.
Processing, modification, distribution of custom software installation packages	16/878,427	05/19/20	Arxan Technologies, Inc.
TRANSMITTING SURREPTITIOUS DATA ON AN EXISTING COMMUNICATION CHANNEL	16/888,300	05/29/2020	Arxan Technologies, Inc.
Universal Webhook Connectivity via Multi-Step Http Transformation	17/105,499	11/26/20	Digital.ai Software, Inc.
Pop-up free protected operations	17/106,146	11/29/20	Digital.ai Software, Inc.