PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6685499

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
BACKOFFICE ASSOCIATES, LLC	04/30/2021

RECEIVING PARTY DATA

Name:	ALTER DOMUS (US) LLC, AS COLLATERAL AGENT
Street Address:	225 WASHINGTON ST.
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	10657316
Patent Number:	9396278
Patent Number:	7325014
Application Number:	16875959

CORRESPONDENCE DATA

Fax Number:

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: 212.940.6562

Email: joanne.arnold@katten.com **Correspondent Name:** JOANNE BL ARNOLD

Address Line 1: KATTEN

Address Line 2: 575 MADISON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:	394449.00005	
NAME OF SUBMITTER:	JOANNE BL ARNOLD	
SIGNATURE:	/Joanne BL Arnold/	
DATE SIGNED:	04/30/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

PATENT REEL: 056093 FRAME: 0164

506638690

Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of April 30, 2021 (this "<u>Agreement</u>"), among BACKOFFICE ASSOCIATES, LLC (the "<u>Grantor</u>") and ALTER DOMUS (US) LLC, as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) that certain Credit Agreement, dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BGP BRAVO HOLDINGS, LLC ("Holdings"), BACKOFFICE ASSOCIATES HOLDINGS, LLC (the "Borrower"), the Lenders party thereto from time to time and ALTER DOMUS (US) LLC, as the administrative agent, and (b) that certain Security Agreement, dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to make Loans to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and/or as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Patents and Patent applications listed on Schedule I attached hereto, (b) all reissues, substitutes, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (c) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights accruing thereunder or pertaining thereto throughout the world (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. <u>Security Agreement</u>. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Termination</u>. Subject to <u>Section 5.13</u> of the Security Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations as to which no claim has been made or which are otherwise not due) payable under any Loan Document and any Secured Swap Obligation shall have been paid in

full in cash, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this <u>Section 4</u> shall be without recourse or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BACKOFFICE ASSOCIATES, LLC, as Grantor

By: Melanie Payne

Name: Melanie Payne

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

ALTER DOMUS (US) LLC, as Collateral

Agent

By:

Name: Winsalynn N. Kantaris Title: Associate General Counsel

[Signature Page to Patent Security Agreement]

Schedule I

PATENTS

<u>Patents</u>

Description	Application No.	Application Date	Publication/ Patent No.	Publication/ Registration Date	Owner/ Applicant
Direct rendering of a web application from a database to a web browser	15160402	5/20/16	10657316	5/19/2020	BACKOFFICE ASSOCIATES, LLC
Direct rendering of a web application from a database to a web browser	12020048	1/25/08	9396278	7/19/16	BACKOFFICE ASSOCIATES, LLC
Direct rendering of a web application from a database to a web browser	10970191	10/21/04	7325014	1/29/08	BACKOFFICE ASSOCIATES, LLC

Patent Applications

Description	Application No.	Application Date	Publication/ Patent No.	Publication/ Registration Date	Owner/ Applicant
Direct Rendering of	16875959	5/15/2020	N/A	N/A	BACKOFFICE
a Web Application					ASSOCIATES,
from a Database to a					LLC
Web Browser					

PATENT REEL: 056093 FRAME: 0170

RECORDED: 04/30/2021