

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6840463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GAINSIGHT, INC.	07/30/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GOLUB CAPITAL MARKETS LLC, AS COLLATERAL AGENT
<b>Street Address:</b>	200 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10166
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10942834
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	202-370-4750
<b>Email:</b>	ipteam@cogencyglobal.com
<b>Correspondent Name:</b>	JOANNA MCCALL
<b>Address Line 1:</b>	1025 CONNECTICUT AVE NW, SUITE 712
<b>Address Line 2:</b>	COGENCY GLOBAL INC.
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036
<b>ATTORNEY DOCKET NUMBER:</b>	1438392
<b>NAME OF SUBMITTER:</b>	JONATHAN R. LARSON
<b>SIGNATURE:</b>	/Jonathan R. Larson/
<b>DATE SIGNED:</b>	07/30/2021
<b>Total Attachments: 5</b>	
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**EXECUTION VERSION**

**PATENT SECURITY AGREEMENT**

This Patent Security Agreement, dated as of July 30, 2021 (this “Patent Security Agreement”), is made by the signatory hereto listed under “Pledgor” (the “Pledgor”), in favor of Golub Capital Markets LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of July 30, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Gainsight, Inc., a Delaware corporation (the “Borrower”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor (i) has granted to the Secured Parties (as defined in the Credit Agreement) a security interest in, among other property, certain intellectual property of the Pledgors and (ii) is required to execute and deliver this Patent Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following to the extent constituting Pledged Collateral, in each case excluding Excluded Property (collectively, the “Patent Collateral”):

(a) all United States patents and patent applications listed on Schedule 1 attached hereto and all reissues, reexaminations, divisionals, extensions, continuations and continuations in part thereof and amendments thereto, together with any and all rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing; and

(b) all Proceeds of any and all of the foregoing.

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 the Pledgor 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, 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic 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 construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

[Remainder of this page intentionally left blank]

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

**PLEDGOR:**

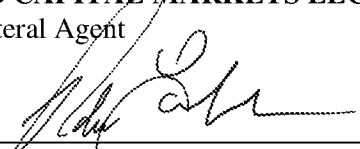
**GAINSIGHT, INC.,**  
a Delaware corporation

By:   
Name: Nick Mehta  
Title: President

[Signature Page to Patent Security Agreement]

Accepted and Agreed:

**GOLUB CAPITAL MARKETS LLC,**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Robert G. Tuchscherer

Title: Senior Managing Director

[Signature Page to Patent Security Agreement]

SCHEDULE 1  
to  
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

<b>OWNER</b>	<b>TITLE</b>	<b>PATENT NUMBER</b>
GAINSIGHT, INC.	Real-time personalization product tracking B2B/B2C	10942834

United States Patent Applications:

None.