

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6916862

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MSC INFORMATION RETRIEVAL TECHNOLOGIES B.V.	09/15/2021
MSC INTELLECTUAL PROPERTIES B.V.	09/15/2021
ZYLAB TECHNOLOGIES B.V.	09/15/2021
ZYLAB DISTRIBUTION B.V.	09/15/2021
ZYLAB BENELUX B.V.	09/15/2021
ZYLAB EDISCOVERY & COMPLIANCE SERVICES (DCS) B.V.	09/15/2021
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	1800 CENTURY PARK EAST
Internal Address:	SUITE 1100
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90067
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	10565502
Patent Number:	7930306
Patent Number:	8250079
Patent Number:	8504578
Patent Number:	9135252
Patent Number:	9171072
Patent Number:	9235812
Patent Number:	9264387
Patent Number:	9477750
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:	3128637141

Email: kristen.lange@goldbergkohn.com
Correspondent Name: KRISTEN N. LANGE, PARALEGAL
Address Line 1: C/O GOLDBERG KOHN LTD.
Address Line 2: 55 E. MONROE STREET, SUITE 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.541

NAME OF SUBMITTER: KRISTEN N. LANGE

SIGNATURE: /kristenlange/

DATE SIGNED: 09/15/2021

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 15th day of September, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among IPRO ACQUISITION, INC., a Delaware corporation ("Parent"), and IPRO TECH, LLC, an Arizona limited liability company ("Ipro"; together with any other Person that becomes a Borrower under the Credit Agreement, each a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Joinder No. 3 to Guaranty and Security Agreement, dated as of the date hereof, which supplements that certain Guaranty and Security Agreement, dated as of July 7, 2017, by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto as "Grantors" and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, in connection with the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants, collaterally assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral");

(a) all of its U.S. Patents and Patent Intellectual Property Licenses to which it is a party, including those registered or applied for Patents referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

7. RELEASE. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and receipt by Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Credit Agreement, the Security

Interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting Collateral) and Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligation in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrower's request, Agent will promptly authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary to evidence or effect such termination of the Security Interests as may be reasonably requested by grantors to evidence such termination and release.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**MSC INFORMATION RETRIEVAL
TECHNOLOGIES B.V.**

By: 
Name: Bryce Dean Brown
Title: Managing director

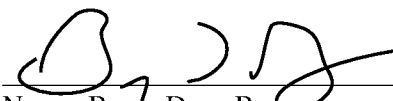
**MSC INTELLECTUAL PROPERTIES
B.V.**

By: 
Name: Bryce Dean Brown
Title: Managing director

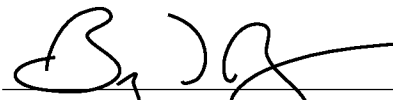
ZYLAB TECHNOLOGIES B.V.

By: 
Name: Bryce Dean Brown
Title: Managing director

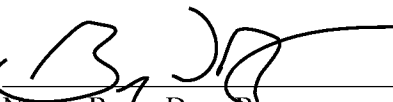
ZYLAB DISTRIBUTION B.V.

By: 
Name: Bryce Dean Brown
Title: Managing director

ZYLAB BENELUX B.V.

By: 
Name: Bryce Dean Brown
Title: Managing director

**ZYLAB EDISCOVERY & COMPLIANCE
SERVICES (DCS) B.V.**

By: 
Name: Bryce Dean Brown
Title: Managing director

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: Joan Ina G. Rosario
Name: Joan-Ina G. Rosario
Title: Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 057484 FRAME: 0499

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

PATENT	APPL. NUMBER	FILE DATE	PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
System and method for automatic document classification in eDiscovery, compliance and legacy information clean-up	14/989969	01/07/16	10565502	02/18/20	MSC Intellectual Properties B.V.
System and method for near and exact de-duplication of documents	12/113140	04/30/08	7930306	04/19/11	MSC Intellectual Properties B.V.
System and method for near and exact de-duplication of documents	13/075792	03/30/11	8250079	08/21/12	MSC Intellectual Properties B.V.
System and method for near and exact de-duplication of documents	13/587597	08/16/12	8504578	08/06/13	MSC Intellectual Properties B.V.
System and method for near and exact de-duplication of documents	13/959299	08/05/13	9135252	09/15/15	MSC Intellectual Properties B.V.
System and method for real-time dynamic measurement of best-estimate quality levels while reviewing classified or enriched data	13/802164	03/13/13	9171072	10/27/15	MSC Intellectual Properties B.V.
System and method for automatic document classification in eDiscovery, compliance and legacy information clean-up	13/693075	12/04/12	9235812	01/12/16	MSC Intellectual Properties B.V.
System and method for authorship disambiguation and alias resolution in electronic data	13/760341	02/06/13	9264387	02/16/16	MSC Intellectual Properties B.V.

PATENT	APPL. NUMBER	FILE DATE	PATENT NUMBER	ISSUE DATE	OWNER INFORMATION
System and method for real-time dynamic measurement of best-estimate quality levels while reviewing classified or enriched data	14/922747	10/26/15	9477750	10/15/16	MSC Intellectual Properties B.V.

PATENT

REEL: 057484 FRAME: 0501

RECORDED: 09/15/2021