

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6948494

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN PATENT COLLATERAL
CONVEYING PARTY DATA	
Name	Execution Date
NB LOAN AGENT LLC	09/30/2021
RECEIVING PARTY DATA	
Name:	ALTER DOMUS (US) LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7305345
Patent Number:	8731919
Patent Number:	8706498
CORRESPONDENCE DATA	
Fax Number:	(310)557-2193
<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>	
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Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400
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Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	54934.051
NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/01/2021
Total Attachments: 5	
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ASSIGNMENT OF SECURITY INTEREST IN PATENT COLLATERAL

ASSIGNMENT dated as of September 30, 2021, from **NB Loan Agent LLC**, as administrative agent for the Secured Parties (in such capacity as Administrative Agent under the Credit Agreement (as defined below), the "Existing Agent"), to **Alter Domus (US) LLC**, in its capacity as a successor administrative agent for the Secured Parties effective as of September 30, 2021 (together with its successors and assigns, collectively, the "Successor Agent"). All terms capitalized but not otherwise defined herein shall have the meanings as in the Patent Security Agreements as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 5, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AST SOL INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), and, prior to the consummation of the Closing Date Acquisition and the Borrower Assumption, the "Initial Borrower" and the "Borrower"), upon consummation of the Closing Date Acquisition and the Borrower Assumption, ASTUTE HOLDINGS, INC., a Delaware corporation ("Astute Holdings" and, as the surviving entity after giving effect to the Closing Date Acquisition, the "Borrower"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and NB Loan Agent LLC, as Administrative Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Initial Borrower and the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to each of (i) that certain Patent Security Agreement, dated as of April 5, 2019 by Astute, Inc., as grantor ("Astute") in favor of the Existing Agent, recorded with the Patent Assignment Division of the United States Patent and Trademark Office on April 5, 2019 at Reel/Frame Number 048803/0065 and (ii) that certain Assignment of Security Interest in Patent Collateral, dated as of September 14, 2021 in favor of Existing Agent, recorded with the United States Patent and Trademark Office on September 14, 2021 at Reel/Frame 057498/0365 (the "Patent Security Agreements"), Astute granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Patent Collateral including the patents set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Agent under the Patent Security Agreements to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Patent Collateral" shall have the meaning ascribed to it in the Patent Security Agreements, and includes, without limitation, those items listed on Schedule 1 hereto.


2. Assignment of Security Interest. The Existing Agent hereby assigns (without representation, warranty or recourse of any kind, either express or implied) all of its rights, powers and privileges under the Patent Security Agreements to the Successor Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Patents by its duly authorized officer as of the date first written above.

EXISTING AGENT:

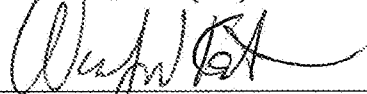
NB LOAN AGENT LLC

By: 
Name: Michael Schwartz
Title: Authorized Signatory

Accepted and Agreed:

SUCCESSOR AGENT:

ALTER DOMUS (US) LLC

By: 

Name: Winnalynn N. Kantaris

Title: Associate General Counsel

Schedule 1

Patent Registrations and Applications

REGISTERED PATENTS & PATENT APPLICATIONS

Registration or Application Number	Patent Number	Registration or Application Date	Title	Jurisdiction	Owner of Record
10/076963	US7305345	2/15/2002	Methods, systems, and computer program products for providing automated customer service via intelligent virtual agent that is trained using customer-agent conversation	United States	Astute, Inc.
12/288261	US8731919	10/16/2008	Methods and system for capturing voice files and rendering them searchable by keyword or phrase	United States	Astute, Inc.
12/032338	US8706498	2/15/2008	System for dynamic management of customer direction during live interaction	United States	Astute, Inc.