

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7947196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CDK GLOBAL, LLC	05/10/2023
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., AS COLLATERAL AGENT
Street Address:	2001 ROSS AVE
Internal Address:	SUITE 2800
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	17660285
Application Number:	17661875
Application Number:	17823930
Application Number:	17814012
Application Number:	17805928
Application Number:	17930875
Patent Number:	11514021
Application Number:	17156254
Application Number:	17237587
Application Number:	17328880
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<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:	2123108000
Email:	juan.arias@weil.com
Correspondent Name:	NICK NIKIC
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	767 FIFTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10153	
NAME OF SUBMITTER:	NICK NIKIC
SIGNATURE:	/NICK NIKIC/
DATE SIGNED:	05/10/2023
Total Attachments: 5 source=Second Lien Patent Security Agreement Executed#page1.tif source=Second Lien Patent Security Agreement Executed#page2.tif source=Second Lien Patent Security Agreement Executed#page3.tif source=Second Lien Patent Security Agreement Executed#page4.tif source=Second Lien Patent Security Agreement Executed#page5.tif	

PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT dated as of May 10, 2023 (this “Agreement”), by CDK GLOBAL, LLC (the “Grantor”) in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to the Second Lien Collateral Agreement dated as of July 6, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantor, the other grantors from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined herein). Pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified (including specified by reference) in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 permitted 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 the United States issued Patents and Patent applications listed on Schedule I attached hereto, together with (a) all reissues, reexaminations, continuations, divisionals, continuations-in-part, renewals or extensions thereof, (b) the right to sue or otherwise recover for any past, present and future infringement, or other violation or impairment thereof, and (c) all Proceeds of the foregoing, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the “Patent Collateral”). This Agreement is not and shall not be construed as an assignment of any Patent Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interest granted to the Collateral Agent pursuant to the Collateral Agreement. 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date or the release of the Grantor from its obligations and/or release of the Patent Collateral under the Collateral Agreement pursuant to Section 5.13 of the Collateral Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall, at the Grantor’s expense, execute, acknowledge, and deliver to the Grantor 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 Section shall be without recourse to or warranty by the Collateral Agent.

SECTION 5. Counterparts. 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. Any signature to this Agreement may be delivered

by facsimile, electronic mail (including pdf) or any electronic signature complying with the applicable Requirement of Law (including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

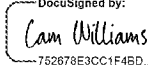
SECTION 6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Agreement with the United States Patent and Trademark Office.

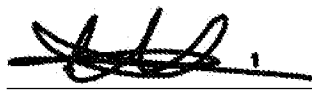
[Remainder of this page intentionally left blank]

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

CDK GLOBAL, LLC,
as a Grantor

By: 
Name: Cameron Williams
Title: President and Secretary

GOLDMAN SACHS SPECIALTY LENDING GROUP,
L.P., as Collateral Agent

By: 
Name: Jeff Boyd
Title: Managing Director

Schedule I to the
Second Lien Patent Security Agreement

PATENT COLLATERAL

Grantor	Title	Registration Number/ Application Number
CDK GLOBAL, LLC	Centralized configuration for a distributed system	17660285
CDK GLOBAL, LLC	Cloud service platform integration with dealer management systems	17661875
CDK GLOBAL, LLC	Method and system of modifying information on file	17823930
CDK GLOBAL, LLC	Methods and systems for aiding a user to select documents based on input parameters	17814012
CDK GLOBAL, LLC	Methods and systems for optimizing appointment scheduling	17805928
CDK GLOBAL, LLC	Methods and systems for determining a capital expenditure and a non-capital expenditure	17930875
CDK GLOBAL, LLC	Systems, methods, and apparatuses for scanning a legacy database	11514021 17156254
CDK Global, LLC	Systems, methods, and apparatuses for verifying entries in disparate databases	17237587
CDK Global, LLC	Systems, methods, and apparatuses for simultaneously running parallel databases	17328880