

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8036708

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COLLEGENET, INC.	06/30/2023
RECEIVING PARTY DATA	
Name:	CAPITAL FINANCE ADMINISTRATION, LLC
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	17644084
Application Number:	17527156
Application Number:	18046441
Application Number:	18153308
Patent Number:	8831999
Patent Number:	9197849
Patent Number:	9883344
Patent Number:	10555121
Patent Number:	11202170
Patent Number:	11176163
Patent Number:	7917842
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
<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:	9498527792
Email:	ipprosecution@orrick.com, vsantos@orrick.com, amosley@orrick.com
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP
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Address Line 4:	IRVINE, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	48940.7
NAME OF SUBMITTER:	ASHELI MOSLEY
SIGNATURE:	/Asheli Mosley/
DATE SIGNED:	06/30/2023
Total Attachments: 7 source=CollegeNET - Patent Security Agreement [Executed]#page1.tif source=CollegeNET - Patent Security Agreement [Executed]#page2.tif source=CollegeNET - Patent Security Agreement [Executed]#page3.tif source=CollegeNET - Patent Security Agreement [Executed]#page4.tif source=CollegeNET - Patent Security Agreement [Executed]#page5.tif source=CollegeNET - Patent Security Agreement [Executed]#page6.tif source=CollegeNET - Patent Security Agreement [Executed]#page7.tif	

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of June 30, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by CollegeNET, Inc., a Delaware corporation (the “**Grantor**”) in favor of Capital Finance Administration, LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, 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 Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

- (i) all letters patent of the United States or the equivalent thereof elsewhere in the world in or to which the Grantor now or hereafter owns any right, title or interest therein, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof elsewhere in the world, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“**USPTO**”) or any successor or any similar offices throughout the world, including any of the foregoing listed in Schedule A hereto and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the other Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like patent offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken

together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

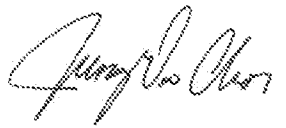
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COLLEGENET, INC., as Grantor

By: James H. Wolfston, Jr.
Name: James H. Wolfston, Jr.
Title: President

Acknowledged and Agreed:

**CAPITAL FINANCE ADMINISTRATION,
LLC**, as Administrative Agent

By: 
Name: Jung Choi
Title: Chief Financial Officer

SCHEDULE A
to
PATENT SECURITY AGREEMENT

CollegeNET, Inc. Pending Patents				
Matter ID	Country	Application No.	Filing Date	Title
1549-P7US.CON2	United States	17/644084	12/13/2021	Adaptive Location Branding
1549-P7CA.PNP	Canada	3,005,746	11/22/2016	Adaptive Location Branding
1549-P7KR.PNP	Korea	2018-7017757	6/21/2018	Adaptive Location Branding
1549-P7JP.DIV	Japan	2021-204101	12/16/2021	Adaptive Location Branding
1549-P6CA.PNP	Canada	3,038,268	9/26/2017	System and Method for Transferring and Synchronizing Student Information System (SIS) Data
1549-P6US.CON	United States	17/527156	11/15/2021	System and Method for Transferring and Synchronizing Student Information System (SIS) Data
1549-P3US / 1549-G016	United States	18/046441	10/13/2022	Voice-Based Authentication
1549-P5US	United States	18/153308	1/11/2023	Concurrent Sonification of Multiple Data Streams

CollegeNET, Inc. Issued (Live) Patents					
Matter ID	Country	Patent No.	Issue Date	Title	Expiration Date
1549-P2US	United States	8,831,999 B2	9/9/2014	Asynchronous Video Interview System	2/22/2033
1549-P2US.CON	United States	9,197,849 B2	11/24/2015	Asynchronous Video Interview System	2/22/2033
C075 US	United States	9,883,344 B2	1/30/2018	Adaptive Location Branding	11/23/2035
C075CON	United States	10,555,121 B2	2/4/2020	Adaptive Location Branding	11/23/2035
1549-P7US.CIP	United States	11,202,170	12/14/2021	Adaptive Location Branding	11/23/2035
1549-P7CN.PNP	China	2016 8 0077000.9	7/9/2021	Adaptive Location Branding	11/22/2036
1549-P7JP.PNP	Japan	2018-545576	12/20/2021	Adaptive Location Branding	11/22/2036
1549-P6US	United States	11,176,163	11/16/2021	System and Method for Transferring and	8/2/2039
1549-P8US	United States	7,917,842 B2	3/29/2011	System for Describing the Overlaying of Electronic Data Onto an Electronic	12/13/2027

Schedule A

4136-1417-7096

RECORDED: 06/30/2023

PATENT
REEL: 064130 FRAME: 0705