

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8270098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NAVEX GLOBAL, INC.	11/09/2023
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8874621
Patent Number:	9594778
Patent Number:	9940392
Patent Number:	10817575
Patent Number:	10083016
Patent Number:	11409815
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<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:	202-408-3121 X62348
Email:	jean.paterson@cscglobal.com
Correspondent Name:	CSC
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, D.C. 20005
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	11/10/2023
Total Attachments: 4	
source=11-10-2023 NAVEX_GLOBAL_PT#page1.tif	

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PATENT

REEL: 065519 FRAME: 0346

PATENT SECURITY AGREEMENT, dated as of November 9, 2023 (this “Agreement”), by and between NAVEX GLOBAL, INC., a Delaware corporation (the “Grantor”), and ANTARES CAPITAL LP, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among NAVIGATOR GUARANTOR INC., a Delaware corporation (“Holdings”), NAVEX TOPCO, INC., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, ANTARES CAPITAL LP, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”) and the Collateral Agent, and the various other parties thereto and (b) that certain Collateral Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, including in reliance on the Guarantee Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. 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, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and 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 any Patents now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (the “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 interests 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. 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[Remainder of Page Intentionally Blank]

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

NAVEX Global, Inc., as Grantor

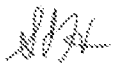
DocuSigned by:

By: Andrew Bates

Name: Andrew Bates

Title: Chief Financial Officer

ANTARES CAPITAL LP, as Collateral Agent

By: 
Name: Steven Heise
Title: Duly Authorized Signatory

Schedule I
to Patent Security Agreement

Registered Owner	Patent	Registration or Application No.	Expiration Date
Hornet Sub, Inc. ¹	Dynamic content systems and methods	8874621	10/05/2032
Hornet Sub, Inc. ²	Dynamic content systems and methods	9594778	10/05/2032
Hornet Sub, Inc. ³	Performing an object relational model query against a database that includes fields defined at runtime	9940392	03/09/2035
Hornet Sub, Inc. ⁴	Performing an object relational model query against a database that includes fields defined at runtime	10817575	03/09/2035
Hornet Sub, Inc. ⁵	Procedurally specifying calculated database fields, and populating them	10083016	06/08/2037
Navex Global, Inc.	Transforming an expression tree hierarchy of a database query for dynamic data of a database	11409815	03/09/2035

¹ **Note to Draft:** The legal owner of this IP is Navex Global, Inc.; USPTO records will be updated post-closing to reflect Navex Global, Inc. as the registered owner of this IP.

² **Note to Draft:** The legal owner of this IP is Navex Global, Inc.; USPTO records will be updated post-closing to reflect Navex Global, Inc. as the registered owner of this IP.

³ **Note to Draft:** The legal owner of this IP is Navex Global, Inc.; USPTO records will be updated post-closing to reflect Navex Global, Inc. as the registered owner of this IP.

⁴ **Note to Draft:** The legal owner of this IP is Navex Global, Inc.; USPTO records will be updated post-closing to reflect Navex Global, Inc. as the registered owner of this IP.

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