

EXHIBIT E

EXECUTION

PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (the “**Agreement**”) is made and entered into effective as of December 30, 2014 by and among:

Uniloc Luxembourg, S.A., a public limited liability company (*société anonyme*), incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 15, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B 159.161 (“**Uniloc Lux**”);

Uniloc USA, Inc., a Texas corporation having its principal place of business located at 7160 Dallas Parkway, Suite 380, Plano, TX 75024 (“**Uniloc USA**” and, collectively with the Uniloc Lux, “**Licensor**”); and

Fortress Credit Co LLC, an entity incorporated under the laws of Delaware having its principal place of business located at 1345 Avenue of the Americas, 46th Floor, New York, NY 1005 (“**Licensee**”).

Licensor and Licensee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, pursuant to the License and Services Agreement (the “**Existing License Agreement**”), effective as of January 1, 2013, between Uniloc Lux and Uniloc USA, Uniloc Lux has licensed certain patents to Uniloc USA and Uniloc USA has agreed to provide certain services to Uniloc Lux; and

WHEREAS, the Parties have entered into (i) the Revenue Sharing and Note and Warrant Purchase Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), by and among the Licensor, Uniloc Corporation PTY Limited, the Purchasers (including the Licensee) and the Licensee, acting as the Collateral Agent and (ii) the Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors (as defined therein, including Licensor) and the Licensee, acting as the Collateral Agent;

WHEREAS, in consideration of the investments set forth in the Purchase Agreement, Licensor agreed to grant certain rights, including rights to license patents and patent applications, to the Licensee for the benefit of the Secured Parties; and

WHEREAS, Licensor is the owner of certain patents and patent applications identified in Schedule I(a) of the Purchase Agreement (as updated from time to time), which Schedule I(a) shall be an integral part of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Definitions

In this Agreement, the following terms shall have the assigned meaning. Capitalized terms used in this Agreement but not defined herein shall have the meaning given to them in the Purchase Agreement and/or the Security Agreement, as applicable.

“**Licensed Patents**” shall mean the Patents listed on Schedule I(a) of the Purchase Agreement, as updated from time to time.

2. License

2.1 Subject to the terms and conditions herein and in the Purchase Agreement, Licensor hereby grants to Licensee a non-exclusive, transferrable, sub-licensable, divisible, irrevocable, fully paid-up, royalty-free, and worldwide license to the Licensed Patents, including, but not limited to, the rights to make, have made, market, use, sell, offer for sale, import, export and distribute the inventions disclosed in the Licensed Patents and otherwise exploit the Licensed Patents in any lawful manner in Licensee’s sole and absolute discretion solely for the benefit of the Secured Parties (“**Patent License**”), provided that Licensee shall only use the Patent License following an Event of Default.

2.2 If Licensee elects to grant any sublicense(s) pursuant to the Patent License in Section 2.1, Licensee shall (x) obtain the prior written approval of Licensor before entering into any sublicense agreement imposing financial obligations or restrictions on Licensor and (y) provide written notice within fifteen days of entering into any sublicense agreement.

2.3 Notwithstanding any term contained in the Existing License Agreement, Uniloc USA hereby consents to the present grant by both Uniloc Lux and Uniloc USA of a license of the Licensed Patents to the Licensee as set forth herein.

3. Representations, Warranties and Acknowledgements

3.1 Each Party represents, warrants and covenant to the other that the execution, delivery and performance of this Agreement is within each Party's powers and has been duly authorized.


3.2 Licensor hereby represents, warrants and covenant that it is the sole and exclusive owner of all rights, title and interest in and to the Licensed Patents.

3.3 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THAT ARISE BY COURSE OF DEALING OR BY REASON OF CUSTOM OR USAGE IN THE TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

3.4 Notwithstanding anything to the contrary in this Agreement, no Party shall be liable to the other or any third party for any indirect, incidental, exemplary, special, punitive or

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

UNILOC USA, INC.
as Uniloc USA


By: 
Name: Sean D. Burdick
Title: President

UNILOC LUXEMBOURG S.A.
as Uniloc Lux

By: 
Name: Craig Etchegoyen
Title: CEO

[Signature Page to Patent License Agreement]

FORTRESS CREDIT CO LLC,
as Licensee

By: 
Name: CONSTANTINE M. DAKOLIAS
Title: PRESIDENT

[Signature Page to Patent License Agreement]