

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
StayWell Health Management, LLC	05/20/2013
RECEIVING PARTY DATA	
Name:	Goldman Sachs Lending Partners LLC, as Second Lien Collateral Agent
Street Address:	30 HUDSON STREET, 17TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6917926
Patent Number:	7389277
CORRESPONDENCE DATA	
Fax Number:	8668265420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602
ATTORNEY DOCKET NUMBER:	CRS1-38775
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/17/2013

OP \$80.00 6917926

Total Attachments: 7

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SHORT FORM PATENT SECURITY AGREEMENT

SECOND LIEN PATENT SECURITY AGREEMENT (this “Second Lien Patent Security Agreement”), dated as of May 20, 2013, is executed by each of the signatories identified on the signature pages hereto as “Grantors” (the “Grantors”), in favor of GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent (in such capacity, the “Second Lien Collateral Agent”) for the Secured Parties (as defined in the Credit and Guaranty Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the second lien Credit and Guaranty Agreement dated as of May 20, 2013 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit and Guaranty Agreement”), among MEDIMEDIA USA, INC. (the “Borrower”), STAYWELL CUSTOM COMMUNICATIONS, LLC and KRAMES STAYWELL, LLC (collectively, the “Co-Borrowers”), MMUSA ACQUISITION CORP. and CERTAIN SUBSIDIARIES OF THE BORROWER, as Guarantors, the Lenders parties thereto, GOLDMAN SACHS LENDING PARTNERS LLC, as Administrative Agent and Collateral Agent, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Syndication Agent, the Lenders have severally agreed to make extensions of credit to the Borrower and the Co-Borrowers upon the terms and subject to the conditions set forth in the Second Lien Credit and Guaranty Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to Borrower and the Co-Borrowers under the Second Lien Credit and Guaranty Agreement that the Grantors shall have executed and delivered to the Administrative Agent a Pledge and Security Agreement, in favor of the Second Lien Collateral Agent (the “Second Lien Security Agreement”) to guarantee the Obligations; and

WHEREAS, the Grantors are required to execute and deliver this Second Lien Patent Security Agreement pursuant to the Second Lien Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Second Lien Credit and Guaranty Agreement and to induce the Lenders to make their respective extensions of credit to Borrower and the Co-Borrowers thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms used herein have the meanings given to them in the Second Lien Security Agreement or Second Lien Credit and Guaranty Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor hereby grants to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property (other than Excluded Assets) 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; provided, however, that the foregoing grant does not include rights granted to any Grantor under any legally enforceable license agreement to the extent such agreement does not permit the relevant Grantor(s) to grant a security interest in such rights (collectively, the “Patent Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Second Lien Security Agreement) of such Grantor:

- (a) all of its Patents included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) to the extent not otherwise included, all Proceeds of any and all of the foregoing.

Section 3. Security Agreement

The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Second Lien Security Agreement and this Second Lien Patent Security Agreement, the terms of the Second Lien Security Agreement shall control.

Section 4. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain liable and assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patent Collateral.

Section 5. Counterparts

This Second Lien Patent Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts (including by telecopy), and all of

said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. Governing Law

This Second Lien Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and shall be construed and enforced in accordance with, the law of the State of New York without regard to conflict of laws principles thereof.

Section 7. Intercreditor Agreement

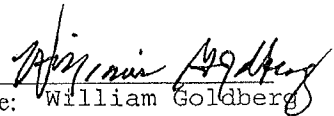
Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Second Lien Patent Security Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 20, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced, from time to time, the "Intercreditor Agreement"), among MediMedia USA, Inc., Goldman Sachs Lending Partners LLC, as First Lien Collateral Agent and Goldman Sachs Lending Partners LLC, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STAYWELL HEALTH
MANAGEMENT, LLC,
as a Grantor

By: 
Name: William Goldberg
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: _____
Name:
Title:

[[3406058]]

IN WITNESS WHEREOF, each Grantor has caused this Second Lien Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STAYWELL HEALTH
MANAGEMENT, LLC,
as a Grantor

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED
as of the date first above written:

GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By: Charles D. Johnston
Name: Charles D. Johnston
Title: Authorized Signatory

SCHEDULE I
TO
SECOND LIEN PATENT SECURITY AGREEMENT

Patent Registrations

A. PATENTS

None.

Patent Title	Owner	Patent No.	Date of Issuance	Expiry Date	Country	Status
MACHINE LEARNING METHOD	StayWell Health Management, LLC	6,917,926	12-Jul-2005	29-Mar-2023	US	Granted
MACHINE LEARNING SYSTEMS AND METHODS	StayWell Health Management, LLC	7,389,277	17-Jun-2008	22-Feb-2022	US	Granted

B. PATENT APPLICATIONS

None.