

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2603894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
STONERIVER PHARMACY SOLUTIONS, LLC	10/22/2013
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8069066
Patent Number:	7395217
CORRESPONDENCE DATA	
Fax Number:	(866)826-5420
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
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:	CRS1-38972
NAME OF SUBMITTER:	PENELOPE J.A. AGODOA
Signature:	/pja/
Date:	11/04/2013

OP \$80.00 8069066

PATENT

Total Attachments: 11

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

STONERIVER PHARMACY SOLUTIONS, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) OCTOBER 22, 2013

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT

Internal Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10010

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)
PLEASE SEE ATTACHED SCHEDULE.

☐ This document is being filed together with a new application.
B. Patent No.(s)
PLEASE SEE ATTACHED SCHEDULE.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

OCTOBER 22, 2013

Date

RYAN CRANE

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated October 22, 2013, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Credit Suisse AG, Cayman Islands Branch, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

WHEREAS, P2 Lower Acquisition, LLC, a Delaware limited liability company, Progressive Solutions, LLC, a Delaware limited liability company, P2 Newco Acquisition, Inc., a Delaware corporation, and P2 Holdco Guarantor, LLC, a Delaware limited liability company, P2 Newco Guarantor, LLC, a Delaware limited liability company, and P2 Holdco, LLC, a Delaware limited liability company, have entered into the First Lien Credit Agreement dated as of October 22, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), with the Lenders, the L/C Issuers and the Administrative Agent. Terms defined in the First Lien Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the First Lien Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain First Lien Security Agreement dated October 22, 2013 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the “Collateral”):

(i) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto ("Patents");

(ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software");

(v) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "Trade Secrets"), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(vi) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vii) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary ("IP Agreements") and all rights of such Grantor thereunder; and

(viii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or

breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original 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 by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 5 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE

OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE FIRST LIEN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

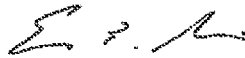
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IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

STONERIVER PHARMACY
SOLUTIONS, LLC,

By: 
Name: Emry Sisson
Title: President

PMSI SETTLEMENT SOLUTIONS,
INC.,

By: 
Name: Emry Sisson
Title: President

PMSI, INC.,

By: 
Name: Emry Sisson
Title: President

PROGRESSIVE MEDICAL, LLC

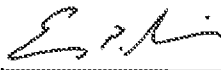
By: 
Name: Emry Sisson
Title: President

PROGRESSIVE SOLUTIONS, LLC

By: 
Name: Emry Sisson
Title: President

{Signature Page to First Lien IP Security Agreement}

TMESYS™, INC.,

By: 
Name: Emry Sisson
Title: President

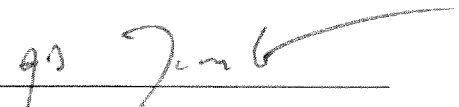
[Signature Page to First Lien IP Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent,

by

Name:

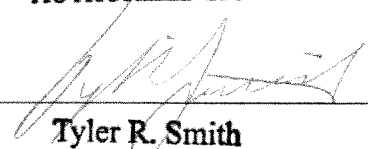
Title:


JOHN D. TORONTO
AUTHORIZED SIGNATORY

by

Name:

Title:


Tyler R. Smith
Authorized Signatory

Schedule I

INTELLECTUAL PROPERTY¹

Patents

Patent Title	Jurisdiction	Patent No. (App. No.)	Issue Date (App. Date)	Owner
Workers' compensation information processing system	United States	8069066	11/29/2011	StoneRiver Pharmacy Solutions, Inc.
Workers compensation information processing system	United States	7395217	7/1/2008	StoneRiver Pharmacy Solutions, Inc.

Trademarks

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
DRUG VALUE REVIEW	U.S. Federal	77890121	10-Dec-2009	3833187	10-Aug-2010	PMSI Settlement Solutions, Inc.
DRUG VALUE REVIEW	U.S. Federal	77890124	10-Dec-2009	3788957	11-May-2010	PMSI Settlement Solutions, Inc.
DRUG VALUE TOOL	U.S. Federal	77890123	10-Dec-2009	3833188	10-Aug-2010	PMSI Settlement Solutions, Inc.
DVR	U.S. Federal	77890118	10-Dec-2009	3824492	27-Jul-2010	PMSI Settlement Solutions, Inc.
DVR	U.S. Federal	77890122	10-Dec-2009	3840498	31-Aug-2010	PMSI Settlement Solutions, Inc.
LIABILITY PRIMARY PAYER ALLOCATION	U.S. Federal	77649984	15-Jan-2009	3895658	21-Dec-2010	PMSI Settlement Solutions, Inc.
LPPA	U.S. Federal	77649987	15-Jan-2009	3825955	27-Jul-2010	PMSI Settlement Solutions, Inc.
MEDICARECONNECT	U.S. Federal	77650007	15-Jan-2009	3865145	19-Oct-2010	PMSI Settlement Solutions, Inc.
PMSI SETTLEMENT SOLUTIONS	U.S. Federal	77649999	15-Jan-2009	3843592	07-Sep-2010	PMSI Settlement Solutions, Inc.
ARKOS RISK MANAGEMENT	U.S. Federal	78183649	11-Nov-2002	2918034	11-Jan-2005	PMSI, Inc.
ASSURANCE OF FINALITY	U.S. Federal	76669254	20-Nov-2006	3497334	02-Sep-2008	PMSI, Inc.
MEDASSESS	U.S. Federal	76668511	06-Nov-2006	3747096	09-Feb-2010	PMSI, Inc.
MEDASSESS RISK INTELLIGENCE SYSTEM	U.S. Federal	85561188	06-Mar-2012	N/A	N/A	PMSI, Inc.
MEDASSESS RISK IS	U.S. Federal	85609158	26-Apr-2012	4237738	06-Nov-2012	PMSI, Inc.
PHARMACOMPLETE	U.S. Federal	76703143	27-May-2010	3948024	19-Apr-2011	PMSI, Inc.
PHARMACYPHYSICAL	U.S. Federal	85847028	12-Feb-2013	4406499	24-Sep-2013	PMSI, Inc.
PMSI	U.S. Federal	76326324	17-Oct-2001	2829024	06-Apr-2004	PMSI, Inc.
PMSI	U.S. Federal	76326650	17-Oct-2001	2773057	14-Oct-2003	PMSI, Inc.
PMSI MSA	U.S. Federal	76698585	23-Jul-2009	3727000	22-Dec-2009	PMSI, Inc.
PMSI MSA	U.S. Federal	76667383	13-Oct-2006	3554533	30-Dec-2008	PMSI, Inc.
RISK IS	U.S. Federal	85575244	21-Mar-2012	4362189	02-Jul-2013	PMSI, Inc.
SETTLEMENTCOMPLETE	U.S. Federal	85915820	26-Apr-2013	4407189	24-Sep-2013	PMSI, Inc.

¹ The name of the registered owner of each item of registered and applied-for intellectual property listed in this schedule will be changed after the Closing Date as a result of such entity's conversion to a limited liability company.

Trademark	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Owner
VITALPOINT	U.S. Federal	76669255	20-Nov-2006	3458586	01-Jul-2008	PMSI, Inc.
FIRST FILL	U.S. Federal	75852981	18-Nov-1999	2603390	06-Aug-2002	Progressive Medical, Inc.
MORE CONTROL. BETTER OUTCOMES.	U.S. Federal	86024607	31-Jul-2013	N/A	N/A	Progressive Medical, Inc.
SCRIPT-WISE	U.S. Federal	76573134	02-Feb-2004	3121194	25-Jul-2006	Progressive Medical, Inc.
DIRECTCOMPRX	U.S. Federal	76356463	08-Jan-2002	2754111	19-Aug-2003	Progressive Solutions, Inc.
P2P LINK	U.S. Federal	85189672	02-Dec-2010	3997150	19-Jul-2011	Progressive Solutions, Inc.
THIRD PARTY SOLUTIONS	U.S. Federal	75144941	05-Aug-1996	2135348	10-Feb-1998	Progressive Solutions, Inc.
WORKINGRX	U.S. Federal	78883754	15-May-2006	3217766	13-Mar-2007	Progressive Solutions, Inc.
TMESYS	U.S. Federal	74359538	16-Feb-1993	1806373	23-Nov-1993	Tmesys TM , Inc.
AUTOMED SOLUTIONS	U.S. Federal	85601341	18-Apr-2012	4253703	04-Dec-2012	Progressive Medical, Inc.

Copyrights

Title	Reg. No.	Reg. Date	Copyright Claimant
The DVR Calculator	TXu001701107	2010-04-29	PMSI, Inc.
The DVR iPhone Application Source Code	TXu001668628	2010-01-27	PMSI, Inc.
DVR Website Application Source Code	TXu001695153	2010-05-20	PMSI, Inc.
Express Pharmacy Services, Inc., drug utilization review support program : Greed, need, and speed.	TX0003223569	1991-12-23	Tmesys TM , Inc.