

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONTRACT DATASCAN, LP	12/17/2013
RECEIVING PARTY DATA	
Name:	TAMARIX CAPITAL PARTNERS, L.P.
Street Address:	515 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D612854
Patent Number:	D612858
Patent Number:	D613290
Application Number:	12789054
CORRESPONDENCE DATA	
Fax Number:	(312)577-4565
Phone:	312-577-8265
Email:	kristin.brozovic@kattenlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	KRISTIN BROZOVIC C/O KATTEN
Address Line 1:	525 W MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	342518-12
NAME OF SUBMITTER:	KRISTIN BROZOVIC
Signature:	/Kristin Brozovic/

CH \$160.00 D612854

PATENT

Date:

12/19/2013

**Total Attachments: 6**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "*Agreement*") dated as of December 17, 2013, by and among CONTRACT DATASCAN, LP, a Texas limited partnership (the "*Grantor*"), having its chief executive office at 2210 Hutton Drive, Suite 100, Carrollton, Texas 75006, and TAMARIX CAPITAL PARTNERS, L.P., a Delaware limited partnership (in its individual capacity, "*Tamarix*"), in its capacity as administrative and collateral agent (in such capacity, and together with its successors and assigns, the "*Agent*") for the ratable benefit of the Lenders from time to time party to the Credit Agreement dated as of the date hereof (as modified, amended, renewed, extended, and restated from time to time, the "*Credit Agreement*") by and among the Grantor, Contract Datascan Holdings, Inc., a Delaware corporation ("*Holdings*", Grantor and Holdings are collectively, "*Borrowers*", and individually a "*Borrower*"), Agent, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association (in its individual capacity, "*TCB*") as disbursement agent (in such capacity, the "*Disbursement Agent*") for the financial institutions and funds signatories thereto as "Lenders" (collectively, the "*Lenders*") and such Lenders.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") executed by the Grantor in favor of the Agent, for the ratable benefit of the Lenders from time to time party to the Credit Agreement and other Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application of the Grantor, including, without limitation, each Patent and Patent application described on Schedule A;
- (ii) each Patent License, including, without limitation, each Patent License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement of any Patent or Patent application, including, without limitation, any Patent or Patent application listed on Schedule A or under any Patent License, including, without limitation, any Patent License described on Schedule B, or (b) breach or enforcement of any Patent License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any

provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

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

CONTRACT DATASCAN, LP, a Texas limited partnership

By: PAB-GP, LLC, a Texas limited liability company, its sole General Partner

By: Adrian Thomas  
Name: ~~Adrian Thomas~~  
Title: President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF Dallas

I, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by Adrian Thomas, who personally appeared before me this day and acknowledged that he is the President and Chief Executive Officer of PAB-GP, LLC, a Texas limited liability company and General Partner of Contract Datascan, LP, a Texas limited partnership, and that he, as President and Chief Executive Officer, being authorized to do so, executed the foregoing on behalf of the company, and is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 16<sup>th</sup> day of December, 2013.

Stephanie Ann Salvers  
Notary Public

My Commission Expires: 4-26-2017

(Affix Notary Seal)



Patent Security Agreement

Agreed and Accepted as of the date first above  
written.

TAMARIX CAPITAL PARTNERS, L.P., as Agent

By:  Tamarix Capital G.P. LLC

By: Peter Fidler  
Manager

Schedule A to Patent Security Agreement

<b><u>Patents</u></b>				
<b>Country</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Inventor(s)</b>	<b>Title</b>
USA	No. D612,854 S	March 30, 2010		Hand Held Scanner
USA	No. D612,858 S	March 30, 2010		Hand Held Scanner
USA	No. D613,290 S	April 6, 2010		Hand Held Scanner
<b><u>Pending Patent Applications</u></b>				
<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Inventor(s)</b>	<b>Title</b>
USA	Application No. 12/789,054	May 27, 2010		Integrated Inventory Scanning and Analysis System
Europe (EPO)	Application No. PCT/US2011/038307	May 27, 2011		Integrated Inventory Scanning and Analysis System
<b><u>Patent Applications in Preparation</u></b>				
<b>Country</b>	<b>Docket No.</b>	<b>Expected Filing Date</b>	<b>Inventor(s)</b>	<b>Title</b>
N/A				

Schedule B to Patent Security Agreement

PATENT LICENSES

Grantor and Regis Corporation, a Minnesota corporation (“Regis”), entered into that certain Confidential Settlement and Mutual Release Agreement dated September 2, 2011 (the “Regis Settlement Agreement”), whereunder Grantor granted a perpetual, irrevocable, non-exclusive license in certain information and materials provided by Grantor to Regis prior to the date thereof, which license included all intellectual property rights (including, without limitation, all patent rights) that Grantor then had or thereafter acquired in such information and materials; provided, that such license expressly excluded, among other things, all of Grantor’s rights in and to the U.S. patents and the U.S. patent application listed on Schedule A hereof.