

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2756454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FAIRPAY SOLUTIONS, INC.	02/28/2014
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	100 N. TRYON STREET
Internal Address:	MAIL CODE: NC1-007-17-11
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	11406966
Application Number:	14070678
Patent Number:	7890356
Patent Number:	8600769
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
Phone:	202-408-3121 X62348
Email:	jpaterso@cscinfo.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CORPORATION SERVICE COMPANY
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	043487
NAME OF SUBMITTER:	JEAN PATERSON

Signature:	/jep/
Date:	03/06/2014
<b>Total Attachments: 5</b> source=3-6-14 Fairpay Solutions-PT#page1.tif source=3-6-14 Fairpay Solutions-PT#page2.tif source=3-6-14 Fairpay Solutions-PT#page3.tif source=3-6-14 Fairpay Solutions-PT#page4.tif source=3-6-14 Fairpay Solutions-PT#page5.tif	

GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of February 28, 2014, is made by Fairpay Solutions, Inc. (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of October 11, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Magellan Parent Corp. ("Holdings"), Mitchell International, Inc. ("Borrower"), MIH Parent, Inc. ("Company"), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of October 11, 2013 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Patents; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

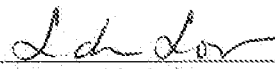
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FAIRPAY SOLUTIONS, INC.,  
as Grantor

By:   
Name: Alex Sun  
Title: Chief Executive Officer and President

BANK OF AMERICA, N.A.  
as Collateral Agent

By:

A handwritten signature in cursive script, appearing to read "Linda Lov", is written over a horizontal dotted line.

Name: Linda Lov

Title: AVP

**SCHEDULE A**

**U.S. Patent Registrations and Applications**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
Fairpay Solutions, Inc.		7,890,356	Reasonable Value Self Insured Medical Benefit Plan
Fairpay Solutions, Inc.		8,600,769	Medical Bill Analysis and Re- view
Fairpay Solutions, Inc.	11/406,966		Post Payment Provider Agree- ment Process
Fairpay Solutions, Inc.	14/070/678		Medical Bill Analysis and Re- view