

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2762208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GLOBAL HEALTHCARE EXCHANGE, LLC	03/11/2014
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7597247
Patent Number:	7845551
Application Number:	12915552
Patent Number:	8135655
Patent Number:	8572012
Application Number:	14038457
Patent Number:	8042738
Application Number:	13028389
Application Number:	13804572
Application Number:	13804955
Application Number:	13826367
PCT Number:	US1369392
CORRESPONDENCE DATA	
Fax Number:	(213)830-8743
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	213-680-6400
Email:	kimberley.lathrop@bingham.com
Correspondent Name:	BINGHAM MCCUTCHEN LLP
Address Line 1:	355 SOUTH GRAND AVENUE

PATENT

Address Line 2:	C/O KIMBERLEY A. LATHROP
Address Line 4:	LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.369116
--------------------------------	----------------

NAME OF SUBMITTER:	KIMBERLEY A. LATHROP
---------------------------	----------------------

SIGNATURE:	/Kimberley A. Lathrop/
-------------------	------------------------

DATE SIGNED:	03/11/2014
---------------------	------------

Total Attachments: 6

source=Patent Security Agreement (executed)#page1.tif
source=Patent Security Agreement (executed)#page2.tif
source=Patent Security Agreement (executed)#page3.tif
source=Patent Security Agreement (executed)#page4.tif
source=Patent Security Agreement (executed)#page5.tif
source=Patent Security Agreement (executed)#page6.tif

GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “**Agreement**”), effective as of March 11, 2014 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“**ARCC**”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among PROJECT AGORA HOLDINGS CORPORATION, a Delaware corporation (“**Parent**”), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, PROJECT AGORA MERGERCO, LLC, a Delaware limited liability company and wholly-owned subsidiary of Parent (the “**Merger Sub**”), GLOBAL HEALTHCARE EXCHANGE, LLC, a Delaware limited liability company, as successor to Merger Sub by operation of law (“**GHX**”, and, together with Merger Sub, the “**Borrowers**”, and each a “**Borrower**”), the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Patents set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

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 other financial

accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

2. SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto (collectively, the "***Patent Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

3. SECTION 3. Purpose. This Agreement has been executed and delivered by each 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

5. SECTION 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.

[Signature Pages Follow]

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.

GLOBAL HEALTHCARE EXCHANGE, LLC,
a Delaware limited liability company,
as a Grantor

By: 

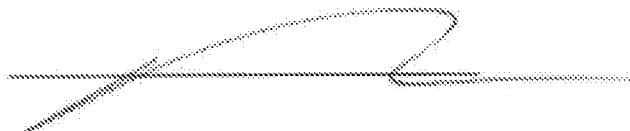
Name: Bruce A. Johnson

Title: President and Chief Executive Officer

[Signature Page to Security Interest in Patent Rights]

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By:
Name:
Title:

A handwritten signature in dark ink, appearing to read "SCOTT LEM", is written over a horizontal dotted line.

SCOTT LEM
AUTHORIZED SIGNATORY

SCHEDULE A

U.S. Patents and Applications

Grantor	Patent	Application No.	Application Date	Registration No.	Registration Date
Global Healthcare Exchange, LLC	SYSTEM AND METHOD FOR COMPARING DRUG PRODUCT INFORMATION (Neo Number)	11/537,427	09/29/06	7,597,247	10/6/09
Global Healthcare Exchange, LLC	SYSTEM AND METHOD FOR COMPARING DRUG PRODUCT INFORMATION	12/547,796	8/26/09	7,845,551	12/7/10
Global Healthcare Exchange, LLC	SYSTEM AND METHOD FOR COMPARING DRUG PRODUCT INFORMATION	12/915,552	10/29/10		
Global Healthcare Exchange, LLC	DYNAMIC INTELLIGENT OBJECTS (Nuvia)	12/244,679	10/02/08	8,135,655	3/13/12
Global Healthcare Exchange, LLC	UNIVERSAL DATA DISCERNMENT	13/368,668	2/8/12	8,572,012	10/29/13
Global Healthcare Exchange, LLC	UNIVERSAL DATA DISCERNMENT	14/038,457	9/26/13		
Global Healthcare Exchange, LLC	METHOD AND SYSTEM FOR MONITORING OF MEDICAL PRODUCTS	12/444,735	10/12/07	8,042,738	10/25/11

Grantor	Patent	Application No.	Application Date	Registration No.	Registration Date
Global Healthcare Exchange, LLC	METHOD AND SYSTEM FOR MONITORING THE USE OF SENSITIVE PRODUCTS	13/028,389	2/16/11		
Global Healthcare Exchange, LLC	SYSTEMS AND METHODS FOR SUPPLY CHAIN MANAGEMENT	13/804,572	3/14/13		
Global Healthcare Exchange, LLC	SYSTEMS AND METHODS FOR SUPPLY CHAIN MANAGEMENT	13/804,955	3/14/13		
Global Healthcare Exchange, LLC	SYSTEMS AND METHODS FOR SUPPLY CHAIN MANAGEMENT	13/826,367	3/14/13		
Global Healthcare Exchange, LLC	SYSTEMS AND METHODS FOR SUPPLY CHAIN MANAGEMENT	PCT/US13/69392	11/11/13		