

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3030424

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KIP MEDV PI LP	05/12/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MEDVERSANT TECHNOLOGIES, L.L.C.
<b>Street Address:</b>	355 S. GRAND AVENUE
<b>Internal Address:</b>	SUITE 170475
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7529682
<b>Application Number:</b>	13022604
<b>Patent Number:</b>	8131558
<b>Application Number:</b>	13022550
<b>Patent Number:</b>	8620676
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)589-4201
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	212-589-4644
<b>Email:</b>	IPGNYG@BAKERLAW.COM, IPDOCKETING@BAKERLAW.COM
<b>Correspondent Name:</b>	DAVID A. EINHORN
<b>Address Line 1:</b>	BAKER & HOSTETLER LLP
<b>Address Line 2:</b>	45 ROCKEFELLER PLAZA
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10111
<b>ATTORNEY DOCKET NUMBER:</b>	042621.01
<b>NAME OF SUBMITTER:</b>	DAVID A. EINHORN
<b>SIGNATURE:</b>	/E2572D/
<b>DATE SIGNED:</b>	09/19/2014
<b>Total Attachments: 8</b>	

PATENT

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## EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (this “**Agreement**”), effective as of May 12, 2014 (the “**Effective Date**”), is entered into by and between KIP MEDV P1 LP (“**Licensor**”) and Medversant Technologies, L.L.C. (“**Licensee**”). The parties agree as follows:

### 1. DEFINITIONS

“**Bankruptcy Code**” means Title 11 of the United States Code, 11 U.S.C. §§101 et seq.

“**Credit Agreement**” means the Credit Agreement, dated May 12, 2014, between Licensee and DBD Credit Funding LLC, and all related ancillary agreements.

“**Licensed Patents**” means (a) the patents and patent applications listed on Exhibit A; (b) all patents and patent applications, including without limitation, any divisions, continuations, and continuations-in-part that claim priority to or share a common priority claim with any item listed on Exhibit A; (c) extensions, renewals, substitutes, re-examinations and re-issues of any of the items in clause (a) or (b); and (d) foreign counterpart patents and patent applications of any of the items in clause (a), (b), or (c), wherever and whenever filed.

“**Licensed Product**” means any Licensee Product where the making, using, offering for sale, selling or importing of such Licensee Product would infringe one or more claims of the Licensed Patents absent the license granted under Section 2.1.

“**Licensee Product**” means any product or service of Licensee covered by the Licensed Patents that is sold as Licensee’s own product or service under Licensee’s trademarks or brand names or that is sold by Licensee’s authorized resellers under their own brand names.

“**Patent Proceeding**” means any lawsuit or other legal proceeding of any kind relating to the Licensed Patents before the United States Patent and Trademark Office or any other court or tribunal, including any action or proceeding with respect to infringement of the Licensed Patents, declaratory judgment actions, and legal proceedings or lawsuits contesting the validity, enforceability or scope of the Licensed Patents.

“**Person**” is any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

“**Transaction Documents**” has the meaning set forth in the Credit Agreement.

### 2. LICENSE

**2.1 Exclusive Patent License.** Subject to the terms and conditions of this Agreement, starting on the Effective Date and continuing for the duration of the Term (as defined in Section 3.1), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Licensee a fully paid-up, royalty-free, worldwide, irrevocable (except as provided in Section 3.2), non-transferable, exclusive license under the Licensed Patents to make (including the right to practice methods, processes, and procedures), have made (subject to Section 2.2), use, sell, offer for sale, and import Licensed Products. The license granted under this Section 2.1 does not include the right to grant sublicenses and Licensee is specifically prohibited from granting sublicenses or using its license for the benefit of another party without Licensor’s specific, prior, written consent (which consent is not to be unreasonably withheld or delayed); *provided, however*, the parties hereby agree that the license granted under this Section 2.1 shall extend to customers, distributors, resellers and other persons involved in the distribution, manufacture, sale, offer for sale, import, reproduction, modification, or use of Licensed Products (“**Approved Sublicensees**”), but only to the extent such activities are limited to Licensed Products; and that Licensee may sublicense the Licensed Patents to the extent necessary to enable Licensee to license the Licensed Products to such Approved Sublicensees.

**2.2 Have Made Rights.** Licensee understands and acknowledges that the “have made” rights granted in Section 2.1 extend only to (a) any Licensed Products that were made by a third party manufacturer on behalf of Licensee prior to the Effective Date and (b) any Licensed Products made by a third party manufacturer on behalf of

Licensee or an OEM of Licensee after the Effective Date (i) for which the Licensed Products will be branded by Licensee; (ii) where the designs, specifications, and working drawings for the manufacture of the Licensed Products to be made by that third party manufacturer are furnished to the third party manufacturer primarily by Licensee; or (iii) which are evolutionary follow-on products of the Licensed Products made by a third party manufacturer on behalf of Licensee prior to the Effective Date.

**2.3 Reserved Rights; Limitations.** Nothing contained in this Agreement will be construed as conferring any rights by implication, estoppel, or otherwise, under any intellectual property rights other than the rights expressly granted in this Agreement with respect to the Licensed Patents. All rights not expressly granted in this Agreement are reserved by Licensor. Licensee agrees that, as an essential basis of the bargain set forth in this Agreement, the license in Section 2.1 applies solely to the Licensed Patents and does not apply to any other patents, patent applications or other patent rights of Licensor or any affiliate of Licensor (“**Additional Patent Rights**”), whether held now or later acquired, regardless of whether, and even if, one or more of the claims of such Additional Patent Rights may be infringed by the practice of one or more of the claims of the Licensed Patents.

**2.4 Patent Marking.** Licensee will use reasonable commercial efforts consistent with Licensee’s past practices, to mark products made under the license granted in Section 2.1 with the patent numbers of any applicable patents included in the Licensed Patents within a reasonable time from issuance of any patents for any pending applications in the Licensed Patents in a manner that complies with the marking requirements set forth in 35 U.S.C. § 287(a), as amended from time to time, and any other similar laws in other jurisdictions.

**2.5 No Patent Laundering.** Without limiting any other restriction on the rights and license granted under this Agreement or implying any right not expressly granted under this Agreement, the license granted under this Agreement covers solely Licensed Products and does not cover manufacturing activities that Licensee may undertake for any third parties for the purpose of providing any such third party coverage under the license granted in this Agreement.

**2.6 Rights Granted Personal to Licensee; Agreement to Provide Personal Services.**

(a) Licensee expressly understands and agrees that, except as set forth in Section 2.1 and any of the Transaction Documents, (i) Licensor maintains the sole, exclusive and absolute discretion to grant licenses or not to grant licenses and (ii) that, among other things, because this Agreement grants only an exclusive license for Licensed Products, Licensor may grant other licenses to other persons.

(b) Licensee further expressly understands and agrees that (i) the rights granted under this Agreement are personal to Licensee and (ii) that the parties intend that, to the full extent permitted by applicable law, Licensor is excused from accepting performance under this Agreement from anyone other than Licensee. Further, without derogating from anything in the preceding sentence, in the event Licensee becomes subject to a proceeding under the Bankruptcy Code or another insolvency proceeding, (A) neither Licensee nor any trustee or other person authorized to act for or on behalf of Licensee may attempt to have this Agreement “ride through” any proceeding under the Bankruptcy Code or another insolvency proceeding absent assumption in accordance with 11 U.S.C. §365 and (B) nothing in this Section 2.6, this Agreement or otherwise shall be deemed to constitute Licensor’s consent to such assumption.

**2.7 Assignment.** Licensee expressly understands and agrees that this license is not assignable, except with the specific, prior, written consent of Licensor and that Licensor has the sole, exclusive and absolute right to grant or withhold such consent.

**2.8 Consent to Assignment or Sublicenses May Not Be Implied.** Except as set forth in Section 2.1, the required consent of Licensor to any assignment or sublicense may not be implied through any action, inaction, prior action or otherwise, including without limitation any prior grant of consent, but rather must be expressly provided by Licensor.

**2.9 Minimum Requirements Before Licensor May Consider Granting Consent to Assignment.** Licensor will not be required to consider or grant consent to any assignment at any time that (a) an Event of Default (as defined in the Credit Agreement) exists; (b) an event listed in Section 3.2 exists; or (c) circumstances exist that may with the passage of time constitute an Event of Default (as defined in the Credit Agreement) or an event listed in Section 3.2. Before Licensee may request that Licensor consider granting the required consent to any assignment,

Licensee shall first identify to Licensor in writing (i) the effective date of the proposed assignment; (ii) the proposed assignee; and (iii) all documents and information Licensor deems necessary to determine that the proposed assignee is capable of and shall satisfy each and every obligation of this Agreement. In addition, Licensee shall further demonstrate adequate assurance of the full and complete future performance of this Agreement, to the satisfaction of Licensor (which Licensor shall be entitled to determine in its sole, exclusive and absolute discretion). Licensee expressly understands and agrees, however, that the above requirements are just a small part of the overall matters that Licensor may take into consideration in reviewing any request for consent to an assignment.

### **3. TERM; TERMINATION**

**3.1 Term.** Unless otherwise terminated under Section 3.2, the term of this Agreement will begin on the Effective Date and will continue until all of the Licensed Patents are held invalid or unenforceable by a court of competent jurisdiction from which no appeal can be taken or when an action for infringement can no longer be brought (the "Term").

**3.2 Termination.** This Agreement will immediately terminate without further action of either party if any one of the following conditions in clauses (a) through (f) below occurs:

- (a) Licensee commences any insolvency proceeding requesting or effectuating the winding-up, dissolution, or liquidation of the company;
- (b) the appointment of a receiver, supervisor or liquidator for all or substantially all of Licensee's property;
- (c) Licensee makes any assignment for the benefit of Licensee's creditors;
- (d) the commencement of any proceedings for the liquidation, dissolution, or winding up of the business of Licensee or for the termination of any of its corporate charter or certificate of formation or similar document;
- (e) any transfer or attempted transfer of this Agreement (by change of control, operation of law or otherwise) that is not expressly permitted by this Agreement; or
- (f) Any breach of Section 4.3 by Licensee.

In recognition that applicable bankruptcy law may otherwise limit the effectiveness of any provision in this Agreement providing for the Agreement to terminate immediately without further action of either party if Licensee becomes a debtor in a case under 11 U.S.C. §101 et seq. (the "**Bankruptcy Code**"), notwithstanding such limitation on the effectiveness of termination, Licensor shall be entitled to exercise immediately all rights and remedies to the full extent not limited by the Bankruptcy Code.

### **3.3 Effect of Termination; Survival.**

- (a) If this Agreement is terminated under Section 3.2, all licenses granted under this Agreement will terminate as of the date of such termination.
- (b) Sections 1, 2.3, 3.3, 5, and 6 will survive any termination of this Agreement or expiration of the Term.

### **4. LITIGATION**

**4.1 Licensor.** Licensor makes no representation or warranty as to the validity, enforceability, or scope of any Licensed Patents. For clarity, although Licensor has the sole right to do so, and except as set forth in the Transaction Documents, Licensor has no obligation under this Agreement to (a) institute any action or suit against any third parties for infringement of any Licensed Patents; (b) be party to or defend any action or suit brought by any third party that challenges or concerns the validity, enforceability, or scope of any of the Licensed Patents; or (c) file or prosecute any patent application included in the Licensed Patents, secure any Licensed Patents, or maintain any Licensed Patents.

**4.2 Patent Proceedings.** Except as set forth in Section 4.3 and the Transaction Documents, Licensee has no right under this Agreement to institute or otherwise participate in any Patent Proceedings.

**4.3 Joinder; Cooperation.** At Licensor's request, Licensee will join or otherwise participate in any Patent Proceedings. As reasonably required by Licensor, Licensee will execute all papers or perform any other acts or provide any assistance, at Licensor's expense, toward pursuing any Patent Proceedings. Licensor will pay or reimburse Licensee for all out-of-pocket costs and expenses in connection with the assistance and cooperation provided under this Section 4.3, *provided*, that any such costs and expenses are approved in writing in advance by Licensor.

**5. GOVERNING LAW, SUBMISSION TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE**

**5.1 Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its rules of conflict of law. Licensor and Licensee hereby irrevocably submit to the nonexclusive jurisdiction of any California State or Federal court sitting in the City and County of San Francisco over any suit, action or proceeding arising out of or relating to this Agreement and Licensor and Licensee hereby agree and consent that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any California State or Federal court sitting in the City and County of San Francisco may be made by certified or registered mail, return receipt requested, or overnight mail with a reputable national carrier, directed to Licensor or Licensee, as the case may be, at the address indicated below, and service so made shall be complete five (5) days after the same shall have been so mailed (one day in the case of an overnight mail service).

**5.2 Jury Trial Waiver.** EACH OF LICENSEE AND LICENSOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY LICENSEE AND LICENSOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LICENSEE AND LICENSOR ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

**6. GENERAL PROVISIONS**

**6.1 No Representations.** LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED PATENTS. THE LICENSED PATENTS ARE PROVIDED "AS IS." LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITATION, NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS AN ASSURANCE, WARRANTY OR REPRESENTATION (A) AS TO THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY LICENSED PATENT; (B) THAT PRACTICE OF THE LICENSED PATENTS OR ANYTHING MADE, USED, SOLD, OR OTHERWISE DISTRIBUTED OR DISPOSED OF UNDER ANY LICENSE GRANTED HEREIN IS OR WILL BE FREE FROM INFRINGEMENT OF ANY OTHER PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE LICENSED PATENTS WILL NOT BE FOUND INVALID, UNPATENTABLE, OR UNENFORCEABLE FOR ANY REASON IN ANY ADMINISTRATIVE, ARBITRATION, JUDICIAL, OR OTHER PROCEEDING.

**6.2 Successors and Assigns.** This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Except as permitted under Section 2.1 or in the Transaction Documents, Licensee may not assign this Agreement or any rights or obligations under it (including without limitation by change of control, operation of law or otherwise) without Licensor's specific, prior written consent (which may be granted or withheld in Licensor's sole, absolute, and exclusive discretion). Licensor has the right, without the consent of or notice to Licensee, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, Licensor's obligations, rights, and benefits under this Agreement.

**6.3 Indemnification.** As between Licensor and Licensee, Licensee will be solely responsible for any and all claims, liabilities, damages, costs and expenses arising out of or in connection with the design, development, use, manufacture, sale, distribution, importation, advertising and other disposition of the Licensed Products.

**6.4 Severability of Provisions.** Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

**6.5 Correction of Documents.** Licensor may correct patent errors and fill in any blanks in the Transaction Documents consistent with the agreement of the parties.

**6.6 Amendments in Writing; Waiver; Integration.** No purported amendment or modification of this Agreement, or waiver, discharge or termination of any obligation under this Agreement, shall be enforceable or admissible unless, and only to the extent, expressly set forth in a writing signed by the party against which enforcement or admission is sought. Without limiting the generality of the foregoing, no oral promise or statement, or any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on this Agreement. Any waiver granted shall be limited to the specific circumstance expressly described in it and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver. This Agreement represents the entire agreement about this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement merge into this Agreement.

**6.7 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all of which, taken together, constitute one agreement.

**6.8 Confidentiality.** The confidentiality provisions set forth in Section 13.8 of the Credit Agreement are hereby incorporated herein, *mutatis mutandis*.

**6.9 Attorneys' Fees, Costs and Expenses.** In any action or proceeding between Licensee and Licensor arising out of or relating to this Agreement, each party shall be responsible for its own costs and expenses, including, but not limited to, attorneys' fees.

**6.10 Electronic Execution of Documents.** The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

**6.11 Captions.** The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**6.12 Construction of Agreement.** The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

**6.13 Relationship.** The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.

**6.14 Third Parties.** Nothing in this Agreement, whether express or implied, is intended to (a) confer any benefits, rights or remedies under or by reason of this Agreement on any Persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any Person not an express party to this Agreement; or (c) give any Person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**LICENSOR:**

**KIP MEDV P1 LP**

By: KIP MEDV P1 GP LLC, its General Partner

By: \_\_\_\_\_

Name: **CONSTANTINE M. DAKOLIAS**  
Title: **PRESIDENT**

Address:

1345 Avenue of the Americas, 46th Floor  
New York, NY 10105

**LICENSEE:**

**Medversant Technologies, L.L.C.**

By: \_\_\_\_\_

Name: Matthew Haddad  
Title: Manager

Address:

355 S. Grand Ave. #170475  
Los Angeles, CA 90071

*[Signature Page to Medversant License Agreement]*



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**LICENSOR:**

**KIP MEDV P1 LP**

By: KIP MEDV P1 GP LLC, its General Partner

By: \_\_\_\_\_

Name:

Title:

Address:

1345 Avenue of the Americas, 46th Floor  
New York, NY 10105

**LICENSEE:**

**Medversant Technologies, L.L.C.**

By:  \_\_\_\_\_

Name: Matthew Haddad

Title: Manager

Address:

355 S. Grand Ave. #170475  
Los Angeles, CA 90071

*[Signature Page to Medversant License Agreement]*

**Exhibit A**  
**Licensed Patents**

<u>Patent or application no.</u>	<u>Country</u>	<u>Filing Date (mm-dd-yyyy)</u>	<u>Title of Patent and First Named Inventor</u>
7,529,682	US	12/11/2002	Electronic Credentials Verification and Management System Marilyn Grunzweig Geller
8,131,558	US	05/04/2009	Electronic Credentials Verification and Management System Marilyn Grunzweig Geller
8,620,676	US	01/27/2012	Electronic Credentials Verification and Management System Marilyn Grunzweig Geller
PCT/US03/39603	US	12/11/2003	Electronic Credential Verification and Management System Marilyn Grunzweig Geller
CA 2550275 (pending)	Canada	06/09/2006 (national entry date)	Electronic Credentials Verification and Management System Marilyn Grunzweig Geller
13/022,550	US	02/07/2011	System and Method for Visually Mapping and Automatically Completing Electronic Forms Qin Ye
PCT/US11/23948	PCT	02/07/2011	System and Method for Visually Mapping and Automatically Completing Electronic Forms Qin Ye
CA 2788871(pending)	Canada	02/08/2012 (entry date)	System and Method for Visually Mapping and Automatically Completing Electronic Forms Qin Ye
EP2531933 (11740504.3) (pending)	EP	02/07/2011	System and Method for Visually Mapping and Automatically Completing Electronic Forms Qin Ye
13/022,604	US	02/07/2011	System and Method for Peer Referencing in an Online Computer System Qin Ye
61/302,050 (expired)	US	02/05/2010	Electronic Credentials Management System with Visual Object Mapping Tool and Peer Network Portal Qin Ye
PCT/US11/23954	PCT	02/07/2011	System and Method for Peer Referencing in an Online Computer System Qin Ye
CA 2788890 (pending)	Canada	08/02/2012 (entry date)	System and Method for Peer Referencing in an Online Computer System Qin Ye
EP2531965 (11740510.0) (pending)	EP	02/07/11	System and Method for Peer Referencing in an Online Computer System Qin Ye

[Exhibit A to Medversant License Agreement]

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