

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3065607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NEXTECH SYSTEMS, LLC	10/10/2014
RECEIVING PARTY DATA	
Name:	GUGGENHEIM CORPORATE FUNDING, LLC
Street Address:	330 MADISON AVENUE, 10TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	12489796
Application Number:	12916004
Application Number:	12708143
Patent Number:	D670716
Patent Number:	D670715
Patent Number:	D670714
CORRESPONDENCE DATA	
Fax Number:	(804)698-2007
<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>	
Phone:	8004-775-1071
Email:	BDAVIS1@MWOUTSOURCE.COM
Correspondent Name:	ROBIN C. VANCE
Address Line 1:	901 EAST CARY STREET
Address Line 4:	RICHMOND, VIRGINIA 23219-4030
NAME OF SUBMITTER:	ROBIN C. VANCE
SIGNATURE:	/Robin C. Vance/
DATE SIGNED:	10/15/2014
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “*Agreement*”), dated as of October 10, 2014 is entered into by and among NEXTECH SYSTEMS, LLC, a Florida limited liability company (the “*Grantor*”) and GUGGENHEIM CORPORATE FUNDING, LLC (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantor, and certain of the Grantor’s affiliates, and (ii) that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Patents set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Patents” means (i) all letters patent of the United States, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) all applications for letters patent of the United States, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patents owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**GUGGENHEIM CORPORATE FUNDING,
LLC, as Administrative Agent**

By: Ben Goodman

Name: Benjamin Goodman
Title: Attorney-in-Fact

Address of Assignee:

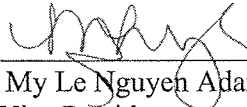
Guggenheim Corporate Funding, LLC
330 Madison Avenue, 10th Floor
New York, NY 10017
Attention: Kaitlin Trinh
Facsimile No.: 212.644.8396

[Signature Page to Patent Security Agreement]

**PATENT
REEL: 033951 FRAME: 0898**

GRANTORS:

NEXTECH SYSTEMS, LLC

By: 
Name: My Le Nguyen Adams
Title: Vice President

Address:
5500 W. Executive Drive, Suite 350
Tampa, FL 33609

Attention: _____
Facsimile No.: _____

Schedule A to PATENT SECURITY AGREEMENT

Registered Patents

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor/Assignee</u>	<u>Title</u>
NexTech Systems, LLC (f/k/a NexTech Systems, Inc.)	U.S.	D670716	11/13/2012	NexTech Systems, LLC	Graphic User Interface for Medical Consultations
NexTech Systems, LLC (f/k/a NexTech Systems, Inc.)	U.S.	D670715	11/13/2012	NexTech Systems, LLC	Graphic User Interface for Medical Scheduling
NexTech Systems, LLC (f/k/a NexTech Inc.)	U.S.	D670714	11/13/2012	NexTech Systems, LLC	Graphic User Interface for Patient Charting

Applications of Registration of Patents

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor/Assignee</u>	<u>Title</u>
NexTech Systems, LLC (f/k/a NexTech Systems, Inc.)	U.S.	12/489,796	6/23/2009	NexTech Systems, LLC	Integrated Inventory Scheduling System for Surgical Procedures
NexTech Systems, LLC (f/k/a NexTech Systems, Inc.)	U.S.	12/916,004	10/29/2010	NexTech Systems, LLC	Intelligent Indicators and Selectable Areas for Electronic Records
NexTech Systems, LLC (f/k/a NexTech Systems, Inc.)	U.S.	12/708,143	2/18/2010	NexTech Systems, LLC	Integrated Medical Management and Image Management
NexTech Systems, LLC (f/k/a NexTech Systems, Inc.)	U.S.	n/a	n/a Form	NexTech Systems, LLC	iPad Utility Patent Invention Disclosure

NexTech Systems, Inc.)					
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