

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3161869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
GREENPHIRE, INC.			12/19/2014
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	1 NORTH WACKER DRIVE		
Internal Address:	48TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Application Number:	13170899		
Application Number:	14249680		
CORRESPONDENCE DATA			
Fax Number:	(703)712-5240		
<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:	7037125361		
Email:	scotugno@mcguirewoods.com		
Correspondent Name:	SHANNON COTUGNO		
Address Line 1:	1750 TYSONS BLVD		
Address Line 2:	SUITE 1800		
Address Line 4:	TYSONS CORNER, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2066234-0003		
NAME OF SUBMITTER:	SHANNON COTUGNO		
SIGNATURE:	/shannon cotugno/		
DATE SIGNED:	12/24/2014		
Total Attachments: 6			
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of December 19, 2014, is made by **GREENPHIRE, INC.**, a Delaware corporation (the "Grantor"), in favor of **ARES CAPITAL CORPORATION**, as Lender ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 19, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between the Grantor, as borrower, and Lender, Lender has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to the Loan Agreement, to Lender a security interest in all of Grantor's Intellectual Property (as defined therein); and

WHEREAS, Grantor is required to execute and deliver this Patent Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make the extension of credit to Grantor thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of Borrower's Liabilities, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents and all licenses providing for the grant by or to Grantor of any right to use any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Patent; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor and the Lender hereby acknowledge and agree that the rights and remedies of Lender with respect to the security interest in the Patent Collateral

made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent Collateral.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

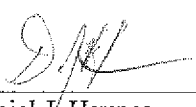
Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS AND DECISIONS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GREENPHIRE, INC.,
as Grantor

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

ACCEPTED AND AGREED

as of the date first above written:

ARES CAPITAL CORPORATION,

as Lender

By: _____

Name:

Scott Lem

Title:

Authorized Signatory

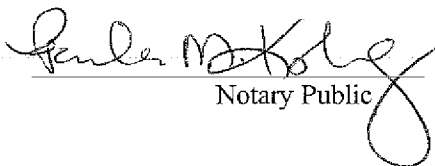
ACKNOWLEDGMENT OF GRANTOR

State of Ohio)

ss.

County of Cuyahoga

On this 18th day of Dec 2014 before me personally appeared Daniel J. Haynes, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Greenphire, Inc., who being by me duly sworn did depose and say that he is the Vice President and Treasurer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

**SCHEDULE 1
TO
PATENT SECURITY AGREEMENT**

PATENTS

TITLE	APPLN NO.	FILED	PATENT NO.	GRANT DATE
Automated Method Of Reporting Payments Made To Patients For Their Participation In A Clinical Study In A Blinded Manner To The Sponsor Of The Clinical Study	13170899	6/28/11	8719049	5/6/14
Automatic Reporting of Payments Made to Patients for their Participation in a Clinical Study in a Blinded Manner to the Sponsor of the Clinical Study	14/249,680	4/10/14		