

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3166979

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
TRIALCARD INCORPORATED		12/31/2014
RECEIVING PARTY DATA		
Name:	FIFTH STREET MANAGEMENT LLC	
Street Address:	777 WEST PUTNAM AVENUE	
City:	GREENWICH	
State/Country:	CONNECTICUT	
Postal Code:	06830	
PROPERTY NUMBERS Total: 20		
Property Type	Number	
Application Number:	08556466	
Application Number:	09137095	
Application Number:	09558260	
Application Number:	10922302	
Application Number:	10098700	
Application Number:	10243214	
Application Number:	10833366	
Application Number:	11459062	
Application Number:	13117205	
Application Number:	13205349	
Application Number:	11459070	
Application Number:	13209970	
Application Number:	13469816	
Application Number:	13402218	
Application Number:	13776114	
Application Number:	13790600	
Application Number:	13886625	
Application Number:	14082748	
Application Number:	13108139	
Application Number:	13329797	

PATENT

CORRESPONDENCE DATA**Fax Number:** (650)813-4848

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.

Phone: (650) 813-4800**Email:** patents@dechert.com**Correspondent Name:** DEVON GOLDBERG/ DECHERT LLP**Address Line 1:** 2440 W. EL CAMINO REAL**Address Line 2:** SUITE 700**Address Line 4:** MOUNTAIN VIEW, CALIFORNIA 94040

ATTORNEY DOCKET NUMBER:	390581-137748
NAME OF SUBMITTER:	DEVON GOLDBERG
SIGNATURE:	/Devon Goldberg/
DATE SIGNED:	12/31/2014

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of December, 2014, by and between TRIALCARD INCORPORATED, a North Carolina corporation (the "Grantor") and FIFTH STREET MANAGEMENT LLC, a Delaware limited liability company, as Administrative Agent for the Lenders under the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor (as successor by merger to TC Merger Sub, Inc., a North Carolina corporation, "Borrower"), TC Holdings, LLC, a Delaware limited liability company ("Holdings"), as a Guarantor, each Subsidiary of Holdings from time to time party thereto as a Guarantor, Fifth Street Finance Corp., as Swingline Lender, the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain of Grantor's affiliates shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I;

(b) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or any Patent License, including right to receive any damages, (ii) injury to the goodwill associated with any Patent, or (iii) right to receive license fees, royalties, and other compensation under any Patent License;

provided, however, that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or either of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent including any reissue, division, or continuation, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patents or patent applications, including any renewal or extension of any patent registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as

effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or”, when used in a list, except where otherwise indicated, has the inclusive meaning represented by the phrase “and/or” (which shall mean “and” or “or”). The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, amendments and restatements, restatements, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, amendments and restatements, restatements, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns.

8. CONTROLLING LAW. This Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[signature page follows]

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.

GRANTOR:

TRIALCARD INCORPORATED,
a North Carolina corporation

By: 

Name: Robert A. Martin

Title: President and Assistant Secretary

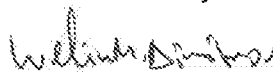
[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 034606 FRAME: 0555

AGENT:

FIFTH STREET MANAGEMENT LLC,
a Delaware limited liability company

By:



Name: Ivelin M. Dimitrov

Title: Chief Investment Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Patent Name	Registered Owner¹	Application Date	Registration or Application Number	Application Status	Patent Number	Grant Date	Jurisdiction
Method and System for Dispensing, Tracking and Managing Pharmaceutical Trial Products	TrialCard, Incorporated	November 13, 1995	08/556,466	Patented	5,832,449	November 3, 1998	United States of America
Method and system for dispensing, tracking and managing pharmaceutical trial products	TrialCard, Incorporated	August 20, 1998	09/137,095	Patented	6,055,507	April 25, 2000	United States of America
Method and system for dispensing, tracking and managing pharmaceutical products	TrialCard Incorporated	April 25, 2000	09/558,260	Patented	6,859,780	February 22, 2005	United States of America
Method and system for dispensing, tracking and managing pharmaceutical products	TrialCard, Inc.	August 19, 2004	10/922,302	Patented	7,729,927	June 1, 2010	United States of America
Method of delivering goods and services via media	TrialCard Incorporated	March 15, 2002	10/098,700	Patented	7,925,531	April 12, 2011	United States of America
System and Method of Ordering and Delivering Pharmaceutical Sample (CIP)	N/A	September 13, 2002	10/243,214	Abandoned	N/A	N/A	United States of America
Promotional carrier for promoting pharmaceutical prescription products	TrialCard, Inc.	April 28, 2004	10/833,366	Patented	7,996,260	August 9, 2011	United States of America

¹ Patent applications listed below and registered in the name of David Cunningham will be assigned to the Company post-Closing.

Patent Name	Registered Owner¹	Application Date	Registration or Application Number	Application Status	Patent Number	Grant Date	Jurisdiction
Method of Delivering Goods and Services Via Media Related Applications	TrialCard Incorporated	July 21, 2006	11/459,062	Pending/On Appeal; Awaiting Decision	N/A	N/A	United States of America
Promotional Carrier for Pharmaceutical Prescription Products	TrialCard Incorporated	May 27, 2011	13/117,205	Pending/On Appeal; Awaiting Reply Brief	N/A	N/A	United States of America
Method for Administering a Pharmaceutical Product In-Kind Donation Program	TrialCard Incorporated	August 8, 2001	13/205,349	Pending	N/A	N/A	United States of America
Method of delivering goods and services via a variable value media	TrialCard Incorporated	July 21, 2006	11/459,070	Patented	8,055,542	November 8, 2011	United States of America
Method of delivering a pharmaceutical product via a medium	TrialCard Incorporated	August 15, 2011	13/209,970	Patented	8,407,095	March 26, 2013	United States of America
Method and System for Promoting A Pharmaceutical Product	TrialCard Incorporated	May 11, 2013	13/469816	Pending	N/A	N/A	United States of America
Continuation of 4000-034 Method of Delivering Goods and Services Via Media	David Cunningham	February 22, 2012	13/402218	Abandoned	N/A	N/A	United States of America
Continuation of 4000-031 Method of Delivering Goods and Services Via Media	TrialCard Incorporated	February 25, 2013	13/776114	Pending/ Awaiting Next Action	N/A	N/A	United States of America
Continuation of 4000-024 Method of Delivering Goods and Services Via Media	David Cunningham	March 18, 2013	13/790600	Abandoned	N/A	N/A	United States of America
Method of delivering goods and services via media	TrialCard Incorporated	May 3, 2013	13/886,625	Granted	8,589,184	November 19, 2013	United States of America
Continuation of 4000-042 Method of Delivering Goods and Services Via Media	TrialCard Incorporated	November 18, 2013	14/082,748	Pending	N/A	N/A	United States of America
Method of Delivering Goods and Services Via Media	TrialCard Incorporated	05/16/2011	13/108139	Abandoned	N/A	N/A	United States of America
Method of Delivering Goods and Services Via Media	TrialCard Incorporated	12/19/2011	13/329797	Abandoned	N/A	N/A	United States of America