503578768 11/20/2015 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3625396

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		SECURITY INTEREST	SECURITY INTEREST		
CONVEYING PARTY	DATA				
		Name	Execution Date		
XIFIN, INC.			11/20/2015		
RECEIVING PARTY D	ΑΤΑ				
Name:	ANTARE	S CAPITAL LP, AS ADMINISTRATIV	'E AGENT		
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City:	CHICAG	C			
State/Country:	ILLINOIS				
Postal Code:	60661				
PROPERTY NUMBER	S Total: 2		-		
Property Type	e	Number	_		
Patent Number:	74	153472	_		
Application Number:	1()278959			
CORRESPONDENCE					
Fax Number:	DATA				
Correspondence will		he e-mail address first; if that is un			
•	•	if that is unsuccessful, it will be se	nt via US Mail.		
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Address Line 1:		180 PEACHTREE STREET NE			
Address Line 4:	A	180 PEACHTREE STREET NE TLANTA, GEORGIA 30309			
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THIS PATENT SECURITY AGREEMENT, dated as of November 20, 2015, is made by Xifin, Inc., a California corporation (the "<u>Grantor</u>"), in favor of Antares Capital LP ("<u>Antares</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 20, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Guaranty and Security Agreement</u>"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

<u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

<u>Grant of Security Interest in Patent Collateral</u>. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "<u>Patent Collateral</u>"):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on <u>Schedule 1</u> hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) 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.

<u>Guaranty and Security Agreement</u>. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

<u>Grantor Remains Liable</u>. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, IP Licenses and the Closing Date License subject to a security interest hereunder.

<u>Counterparts</u>. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

<u>Governing Law</u>. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of Page Intentionally Left Blank; 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,

XIFIN, INC., as Grantor

Ande White By: ____

Name: Lale White Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT REEL: 037097 FRAME: 0932

ACCEPTED AND AGREED as of the date first above written:

as of the date first above written

ANTARES CAPITAL LP,

as Agent

By: _____Ail B. Al

Name: Nirmal B. Bivek Its: Duly Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT REEL: 037097 FRAME: 0933

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Registrations

REGISTERED PATENTS

Application Serial Number	Issue Date	Title	Owner/ Assignee
7,453,472	November 18, 2008	System and method for visual annotation and knowledge	Xifin, Inc.
		representation	

PATENT APPLICATIONS

Application Serial Number	File Date	Title	Owner/ Assignee
10278959	October 22, 2002	Data locking system and method for medical system	Xifin, Inc.

[Signature Page to Patent Security Agreement]

PATENT REEL: 037097 FRAME: 0934

RECORDED: 11/20/2015