

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3641753

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEWSTAR FINANCIAL, INC.	11/25/2015
RECEIVING PARTY DATA		
Name:	LDM GROUP, L.L.C.	
Street Address:	5 PARAGON DRIVE	
City:	MONTVALE	
State/Country:	NEW JERSEY	
Postal Code:	07645	
Name:	PDR NETWORK, LLC	
Street Address:	5 PARAGON DRIVE	
City:	MONTVALE	
State/Country:	NEW JERSEY	
Postal Code:	07645	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	8533004	
Patent Number:	8615406	
Patent Number:	8781848	
Patent Number:	8121868	
Patent Number:	8452618	
Patent Number:	8781861	
Patent Number:	8401871	
Application Number:	14296098	
Application Number:	14296254	
CORRESPONDENCE DATA		
Fax Number:	(212)728-8111	
<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:	2127288000	
Email:	ipdept@willkie.com	

Correspondent Name: KIM WALKER C/O WILLKIE FARR & GALLAGHER
Address Line 1: 787 SEVENTH AVENUE
Address Line 4: NEW YORK, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 122951.00006KW

NAME OF SUBMITTER: KIM.A.WALKER

SIGNATURE: /kaw-907/

DATE SIGNED: 12/03/2015

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 25th day of November, 2015, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **NEWSTAR FINANCIAL, INC.** ("Newstar"), in its capacity as administrative agent for the Lenders (in such capacities, together with its successors and permitted assigns, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 25, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **PSKW INTERMEDIATE, LLC**, a Delaware limited liability company ("Holdings"), **PSKW, LLC**, a Delaware limited liability company ("PSKW"), **PDR, LLC**, a Delaware limited liability company ("PDR"), and together with PSKW, collectively, the "Borrowers") the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Amended and Restated Security Agreement, dated as of November 25, 2015 (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, Grantors are 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(d) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each Lender, to secure the prompt payment and performance in full of all the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following (except to the extent any of the following constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents to which it is a party, including without limitation, the issued Patents and Patent applications set forth on Schedule I;

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

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

3. [RESERVED].

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. Each 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 any Grantor shall obtain rights to any new Patent application or issued Patent or become entitled to the benefit of any Patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor constituting Collateral. 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 is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken 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. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING

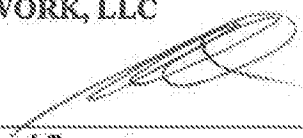
VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

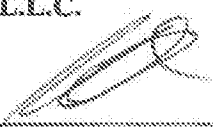
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PDR NETWORK, LLC

By: 
Name: Michael Burnett
Title: EVP, Co-Chief Financial Officer and Assistant Secretary

LDM GROUP, L.L.C.

By: 
Name: Michael Burnett
Title: EVP, Co-Chief Financial Officer and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

NEWSTAR FINANCIAL, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PDR NETWORK, LLC

By: _____
Name: _____
Title: _____

LDM GROUP, L.L.C.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

NEWSTAR FINANCIAL, INC.

By: Brian Forde
Name: _____
Title: Brian Forde
NewStar Financial Inc.
Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 037207 FRAME: 0356

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Record Owner	Patent	Registration No./ Application No.	Registration Date/ Application Date	Status
LDM Group, L.L.C.	Systems and methods for patient communications in conjunction with prescription medications	8,533,004	9/10/2013	Issued
LDM Group, L.L.C.	Systems and methods for content provision with a pharmacy transaction	8,615,406	12/24/2013	Issued
LDM Group, L.L.C.	Systems and methods for providing an inducement of a purchase in conjunction with a prescription	8,781,848	7/15/2014	Issued
LDM Group, L.L.C.	Systems and methods for providing an inducement to purchase incident to a physician's prescription of medication	8,121,868	2/21/2012	Issued
LDM Group, L.L.C.	Systems and methods for providing an inducement to purchase incident to a physician's prescription of medication	8,452,618	5/28/2013	Issued
LDM Group, L.L.C.	Systems and methods for providing an inducement to purchase incident to a physician's prescription of medication	8,781,861	7/15/2014	Issued
LDM Group, L.L.C.	Systems and Methods for Providing an Inducement of a Purchase in Conjunction with a Prescription	14/296,098	6/4/2014	Pending
LDM Group, L.L.C.	Systems and Methods for Providing an Inducement to Purchase Incident to a Physician's Prescription of Medication	14/296,254	6/4/2014	Pending

Record Owner	Patent	Registration No./ Application No.	Registration Date/ Application Date	Status
PDR Network, LLC	Healthcare notification method and system including a healthcare website	8,401,871	3/19/2013	Issued