

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3666869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TROVER SOLUTIONS, INC.	12/18/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NEWSTAR FINANCIAL, INC., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	500 BOYLSTON STREET
<b>Internal Address:</b>	SUITE 1200
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7739133
Patent Number:	7840422
Patent Number:	7957986
Application Number:	11545591
Patent Number:	8775217
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)503-2622
<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>	
<b>Phone:</b>	704 503 2600
<b>Email:</b>	vbantug@kslaw.com
<b>Correspondent Name:</b>	KING & SPALDING
<b>Address Line 1:</b>	100 N TRYON STREET
<b>Address Line 2:</b>	SUITE 3900
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202
<b>ATTORNEY DOCKET NUMBER:</b>	18876.015074
<b>NAME OF SUBMITTER:</b>	VICKY R BANTUG
<b>SIGNATURE:</b>	/Vicky R. Bantug/
<b>DATE SIGNED:</b>	12/20/2015

**Total Attachments: 5**

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## Patent Security Agreement

**THIS PATENT SECURITY AGREEMENT**, dated as of December 18, 2015 (this "**Patent Security Agreement**"), is made by the undersigned grantors (collectively the "**Grantors**"; and each a "**Grantor**"), in favor of NEWSTAR FINANCIAL, INC., as agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, Aeneas Buyer Corp., a Delaware corporation ("**Lead Borrower**"), Aeneas Intermediate Corp., a Delaware corporation ("**Holdings**"), and after consummation of the Closing Date Acquisitions, Trover Holdings, Inc., a Delaware corporation ("**Trover Holdings**"), Trover Solutions, Inc., a Delaware corporation ("**Trover Solutions**"), Equian, LLC, an Indiana limited liability company ("**Equian**"), and HSI Acquisition Holdings, Inc., a Delaware corporation ("**HSI**", and together with Lead Borrower, Trover Holdings, Trover Solutions, Equian and each Additional Borrower from time to time party thereto each a "**Borrower**" and together the "**Borrowers**"), the other Guarantors, the lenders from time to time parties thereto (the "**Lenders**") and the Agent have entered into that certain Credit Agreement, dated as of December 18, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**");

**WHEREAS**, in connection with the Credit Agreement, the Grantors and certain other Debtors (as defined in the Security Agreement) have entered into the Pledge and Security Agreement, dated as of December 18, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantors to execute and deliver this Patent Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

**Section 1**     **Defined Terms**. Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or if not defined in the Security Agreement, have the meanings set forth in the Credit Agreement.

**Section 2**     **Grant of Security Interest in Patent Collateral**. The Grantors, 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 Grantors, hereby grants to the Agent for the benefit of the Secured Parties, all of its right, title and interest in, to and under the following Collateral (but not including, in each case, any assets which do not constitute Collateral) (the "**Patent Collateral**"):

(i) all of its (a) letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (b) all reissues, continuations, continuations in part and extensions thereof (the property described in clauses (a) and (b), collectively, "**Patents**"), including, without limitation, those United States issued patents and patent applications referred to on **Schedule I** hereto, and (c) all licenses providing for the grant by or to the Grantor of any right under any of the foregoing ("**Patent Licenses**"); and

(ii) 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**     **Security Agreement.** 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 Security Agreement, and the Grantors hereby acknowledge and agree 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Patent Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4**     **Representation and Warranty.** **Schedule I** correctly sets forth all applied for and federally issued Patents owned by such Grantor in its own name as of the date hereof.

**Section 5**     **Grantor Remains Liable.** The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to the security interest granted hereunder.

**Section 6**     **Counterparts.** This 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.

**Section 7**     **Governing Law.** This 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.

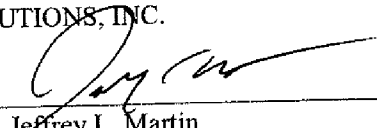
[signature page follows]

IN WITNESS WHEREOF, the 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:

TROVER SOLUTIONS, INC.

By: \_\_\_\_\_

  
Name: Jeffrey L. Martin  
Title: Chief Financial Officer and Treasurer

[Signature page to Patent Security Agreement]

**PATENT**  
**REEL: 037336 FRAME: 0058**

Accepted and agreed to  
as of the date first above written:

NEWSTAR FINANCIAL, INC.,  
as Administrative Agent

By:   
Name: Robert F. Milordi  
Title: Managing Director

[Signature Page to Patent Security Agreement]

**SCHEDULE I**

**Patents**

**UNITED STATES PATENTS:**

Registrations:

<b>Patent Name</b>	<b>Patent Date</b>	<b>Patent Number</b>	<b>Patent Holder</b>
System and Method for Processing Insurance Claims	March 2, 2004	7,739,133	Trover Solutions, Inc.
Systems and Methods for Managing Insurance Claims	August 6, 2003	7,840,422	Trover Solutions, Inc.
System and Method for Managing Account Processing	April 9, 2002	7,957,986	Trover Solutions, Inc.
System and Method for Processing Insurance Claims	June 6, 2011	8,775,217	Trover Solutions, Inc.

Applications:

<b>Patent Name</b>	<b>Patent Date</b>	<b>Application Number</b>	<b>Patent Holder</b>
Systems and Methods for Analyzing Benefits Eligibility	October 11, 2006	11/545,591	Trover Solutions, Inc

**OTHER PATENTS:**

Registrations:

None.

Applications:

None.