

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4075908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
MEDIWARE HUMAN & SOCIAL SERVICES, INC.			09/28/2016
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, AS COLLATERAL AGENT		
Street Address:	303 PEACHTREE STREET, N.E., 25TH FLOOR		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	7926030		
Patent Number:	8752014		
CORRESPONDENCE DATA			
Fax Number:	(213)452-2329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	JUSTINE LU/WHITE & CASE LLP		
Address Line 1:	555 SOUTH FLOWER STREET, 2700		
Address Line 4:	LOS ANGELES, CALIFORNIA 10007		
ATTORNEY DOCKET NUMBER:	1155735-0025-S216		
NAME OF SUBMITTER:	JUSTINE LU		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	09/29/2016		
Total Attachments: 6			
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Patent Security Agreement*”) dated September 28, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of SunTrust Bank (“*SunTrust*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Ruby Parent Co., a Delaware corporation and Mediware Information Systems, Inc., a New York corporation, have entered into a Senior Secured Credit Agreement dated as of September 28, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with SunTrust Bank, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated September 28, 2016, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor’s right, title or interest therein (other than the Excluded Property pursuant to Section 1 of the Security Agreement) (the “*IP Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Miscellaneous. From and after the execution and delivery hereof by the parties hereto, this Patent Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

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

MEDIWARE HUMAN & SOCIAL
SERVICES, INC.

By T. Kelly Mann
Name: T. Kelly Mann
Title: President

Address for Notices:

c/o Mediware Information Systems, Inc.
Corporate Headquarters
11711 W. 79th St
Lenexa, KS 66214
P: (913) 307-1000
F: (913) 307-1111
ATTN: Chief Executive Officer

Signature Page to Mediware Patent Security Agreement (2016)

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

MEDIWARE INFORMATION SYSTEMS,
INC.

By T. Kelly Mann
Name: T. Kelly Mann
Title: President

Address for Notices:

c/o Mediware Information Systems, Inc.
Corporate Headquarters
11711 W. 79th St
Lenexa, KS 66214
P: (913) 307-1000
F: (913) 307-1111
ATTN: Chief Executive Officer

Signature Page to Mediware Patent Security Agreement (2016)

Accepted and Agreed:

SUNTRUST BANK, as Collateral

Agent

By: 

Name: Brian M. Lewis

Title: Director

Schedule A

1. Mediware Human & Social Services, Inc.

Title	Country	Application Number	Filing Date	Patent / Publication Number	Issue Date	Status	Owner
CONFIGURABLE SOFTWARE APPLICATION	USA	11/540,509	10/02/06	7,926,030	04/12/11	Issued	Mediware Human & Social Services, Inc.
CONFIGURABLE SOFTWARE APPLICATION	USA	13/038,965	03/02/11	8,752,014	06/10/14	Issued	Mediware Human & Social Services, Inc.

2. Mediware Information Systems, Inc.

Title	Country	Application Number	Filing Date	Patent / Publication Number	Issue Date	Status	Owner
METHOD FOR OPTIMIZING BLOOD UTILIZATION	USA	14/853,038	9/14/15	20160005139		Pending	Mediware Information Systems, Inc.