

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4321119

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	THREEWIRE, INC.	03/15/2017
RECEIVING PARTY DATA		
Name:	GUGGENHEIM CORPORATE FUNDING, LLC, AS ADMINISTRATIVE AGENT	
Street Address:	330 MADISON AVENUE, 10TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10017	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	7499866	
Patent Number:	8015028	
Application Number:	29542542	
CORRESPONDENCE DATA		
Fax Number:	(617)526-9899	
<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:	6175269628	
Email:	cslattery@proskauer.com	
Correspondent Name:	CHRISTINE SLATTERY	
Address Line 1:	PROSKAUER ROSE LLP	
Address Line 2:	ONE INTERNATIONAL PLACE, 23RD FLOOR	
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ATTORNEY DOCKET NUMBER:	32155 / 003	
NAME OF SUBMITTER:	CHRISTINE SLATTERY	
SIGNATURE:	/Christine Slattery/	
DATE SIGNED:	03/16/2017	
Total Attachments: 6		
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 15th day of March, 2017, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GUGGENHEIM CORPORATE FUNDING, LLC, a Delaware limited liability company, in its capacity as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of August 15, 2016 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among WCG HOLDCO IV LLC, a Delaware limited liability company ("Holdco IV"), WCG HOLDINGS IV INC., a Delaware corporation ("Holdings IV"), WCG HOLDCO LLC, a Delaware limited liability company, ("Sister Holdco"), ProPhase, LLC, a New York limited liability company ("ProPhase"), WIRB – Copernicus Group, Inc., a Delaware corporation ("WIRB"); THE COPERNICUS GROUP, INC., a North Carolina corporation ("Copernicus"), WESTERN INSTITUTIONAL REVIEW BOARD, INC., a Washington corporation ("Western"), Midlands Independent Review Board, LLC, a Delaware limited liability company ("Midlands"), Aspire Independent Review Board, Inc., a Delaware corporation ("Aspire"), New England Independent Review Board, LLC, a Delaware limited liability company ("NERB"), ePS Holdings Inc., a Delaware corporation ("EPS Holdings") and EPharmaSolutions LLC, a Delaware limited liability company ("EPHARM" and, together with WIRB, Copernicus, Western, Midlands, Aspire, NERB and EPS Holdings, "Borrowers" and each a "Borrower"), the other parties thereto as "Guarantors", the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of August 15, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Subject to Section 2.1 of the Security Agreement, each Grantor hereby unconditionally grants to Administrative Agent, for the benefit of the Secured Parties, to secure the 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 Collateral, whether now owned or hereafter acquired or arising, but in any event excluding any Excluded Property (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 (which schedule lists as of the date hereof only owned U.S. registered material Patents and Patent licenses);

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

(c) all Products and all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 related to the Administrative Agent's rights and remedies in respect of the Patent Collateral 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. Without limiting Grantors' obligations under the Security Agreement, Grantors and Administrative Agent may amend Schedule I to include any future United States registered patents or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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 (including ".pdf" and ".tif" format) 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. TERMINATION. This Patent Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith, and

as otherwise set forth in Section 2.3 of the Security Agreement ("Termination"). Upon the termination of this Patent Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

8. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[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:

THREEWIRE, INC.,

a Minnesota corporation

By: 

Name: ALAN LEFKOWITZ

Title: SECRETARY AND CHIEF LEGAL OFFICER

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**GUGGENHEIM CORPORATE FUNDING,
LLC, a Delaware limited liability company**

By: _____

Name:

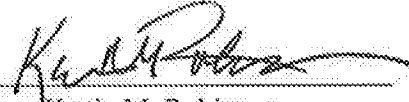
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GUGGENHEIM CORPORATE FUNDING,
LLC, a Delaware limited liability company

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
REEL: 041590 FRAME: 0263

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
ThreeWire, Inc.	U.S.	Method for direct-to-patient marketing and clinical trials recruitment with outcomes tracking and method for confidential appointment booking	7,499,866	5/19/2003
ThreeWire, Inc.	U.S.	Method for direct-to-patient marketing and clinical trials recruitment with outcomes tracking and method for confidential appointment booking	8,015,028	2/24/2009
ThreeWire, Inc.	U.S.	DISPLAY SCREEN with icon	29/542,542	10/15/2015