

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4381899

<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>
	SURGICAL INFORMATION SYSTEMS, LLC	04/24/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TCG BDC, INC., AS ADMINISTRATIVE AGENT	
<b>Street Address:</b>	520 MADISON AVENUE, 40TH FLOOR	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10022	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8224666
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(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>		
<b>Phone:</b>	6175269628	
<b>Email:</b>	cslattery@proskauer.com	
<b>Correspondent Name:</b>	CHRISTINE SLATTERY	
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<b>Address Line 2:</b>	ONE INTERNATIONAL PLACE, 23RD FLOOR	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02110	
<b>ATTORNEY DOCKET NUMBER:</b>	22335 / 026	
<b>NAME OF SUBMITTER:</b>	CHRISTINE SLATTERY	
<b>SIGNATURE:</b>	/Christine Slattery/	
<b>DATE SIGNED:</b>	04/24/2017	
<b>Total Attachments: 7</b>		
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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Patent Security Agreement**”) is entered into as of April 24, 2017 among the Grantor listed on the signature pages hereof (“**Grantor**”) and TCG BDC, INC., in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “**Administrative Agent**”).

W I N E S S E T H:

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of April 24, 2017 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among SURGICAL INFORMATION SYSTEMS, LLC, a Georgia limited liability company (“**SIS**”), SOURCE MEDICAL SOLUTIONS, INC., a Delaware corporation (“**SourceMed**”, together with the SIS, “**Borrowers**”, and individually, a “**Borrower**”), SIS HOLDING CORP., a Delaware corporation (“**Holdings**”), as a Guarantor (as defined therein), each of the other Guarantors from time to time party thereto, the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrowers from time to time pursuant to the terms and subject to the conditions set forth therein; and

**WHEREAS**, Lenders are willing to make Loans to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of April 24, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

**WHEREAS**, pursuant to the Security Agreement, Grantor is 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing first priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Patent Collateral**”):

(a) all of such Grantor's United States Patent registrations, United States Patent applications and Patent Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, divisionals, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on 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, misappropriation or dilution of any Patent.

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

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. 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 of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. If Grantor shall file an application for the registration of any patent with the United States Patent and Trademark Office, Grantor shall report such filing to Administrative Agent within five (5) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Administrative Agent (but Administrative Agent shall be under no obligation) to unilaterally modify this Patent Security Agreement by amending Schedule 1 to include any such new patent rights of Grantor, which become part of the Patent Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Patent Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Patent Collateral), whether or not listed on Schedule 1.

6. SUCCESSORS IN INTEREST. This Patent Security Agreement shall be binding upon Grantor, its successors and assigns and shall insure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their respective successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Patent Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Patent Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Patent Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement or any other Financing Document refer to this Patent Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

10. MISCELLANEOUS. The terms and provisions of Article **9** (*Expenses and Indemnity*), Sections **12.1** (*Survival*), **12.2** (*No Waivers*), **12.3** (*Notices*), **12.4** (*Severability*), **12.5** (*Amendments and Waivers*), **12.7** (*Headings*), **12.10** (*SUBMISSION TO JURISDICTION*) **12.11** (*WAIVER OF JURY TRIAL*) and **12.15** (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Patent Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

11. Financing Document. This Patent Security Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[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.

**GRANTOR:**

**SURGICAL INFORMATION SYSTEMS,  
LLC**

By: 

Name: Tom Stampaglia

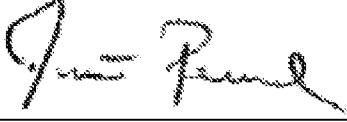
Title: Chief Executive Officer and President

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 042130 FRAME: 0354**

**ACCEPTED AND ACKNOWLEDGED:**

**TCG BDC, INC.,**  
as Administrative Agent

By: 

Name: Jonathan Pearl

Title: Managing Director



**SCHEDULE 1**  
**TO**  
**PATENT SECURITY AGREEMENT**

**REGISTERED U.S. PATENTS**

<b>Grantor</b>	<b>Title</b>	<b>Registration Number</b>	<b>Issue Date</b>
Surgical Information Systems, LLC	Rules based medical charging system	8,224,666	07/17/2012

**PATENT APPLICATIONS**

None.