

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4399016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ALEGEUS TECHNOLOGIES, LLC	04/28/2017
RECEIVING PARTY DATA	
Name:	NEW MOUNTAIN FINANCE CORPORATION
Street Address:	787 SEVENTH AVENUE
Internal Address:	49TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	14751876
Application Number:	11460208
Application Number:	12893609
Application Number:	11627138
Application Number:	11285053
Application Number:	13004827
Application Number:	14640293
Application Number:	14617128
Application Number:	14805522
Application Number:	15237333
Application Number:	15237340
Application Number:	15237344
Application Number:	15237354
Application Number:	15237361
CORRESPONDENCE DATA	
Fax Number:	(973)422-6423
<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>	
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Correspondent Name: DOCKET ADMINISTRATOR
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Address Line 2: LOWENSTEIN SANDLER LLP
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ATTORNEY DOCKET NUMBER: 25721-129

NAME OF SUBMITTER: DANIEL D. SIERCHIO

SIGNATURE: /Daniel D. Sierchio/

DATE SIGNED: 05/04/2017

Total Attachments: 7

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SECOND LIEN PATENT COLLATERAL AGREEMENT

This 28th day of April, 2017, ALEGEUS TECHNOLOGIES, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1601 Trapelo Rd., Waltham, Massachusetts 02451, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to NEW MOUNTAIN FINANCE CORPORATION ("*NMFC*"), with its mailing address at 787 Seventh Avenue, 49th Floor, New York, New York 10019, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (NMFC acting as such administrative agent and any successor(s) or assign(s) to NMFC acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Patent Collateral*"):

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Second Lien Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby 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. The rights and remedies of the Agent with respect to the Patent Collateral are as provided by the Security Agreement and the related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

ALEGEUS TECHNOLOGIES, LLC

By Jason Porter
Name JASON PORTER
Title CFO

Accepted and agreed to as of the date and year last above written.

NEW MOUNTAIN FINANCE CORPORATION

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

ALEGEUS TECHNOLOGIES, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

NEW MOUNTAIN FINANCE CORPORATION

By  _____
Name James Stone
Title Managing Director

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**U.S. PATENT NUMBERS
AND PENDING U.S. PATENT APPLICATION NUMBERS**

Docket No.	Alt Docket No	Country	Status	Title	Pat. Reg. No.	Grant/ Registration Date	Application No	Application Date
109393-0142	ALEG-002USCN	United States of America	Pending; 1 st OA predication is 35 months	HEALTHCARE DEBIT CARD LINKED TO HEALTHCARE-RELATED AND NON-HEALTHCARE-RELATED FINANCIAL ACCOUNTS			14/751876	6/26/2015
109393-0116	ALEG-003US	United States of America	Granted; next maintenance fee due 4/26/2018	HEALTHCARE ELIGIBILITY TRANSACTIONS	7822624	10/26/2010	11/460208	7/26/2006
109393-0117	ALEG-003USCN	United States of America	Granted; next maintenance fee due 10/2/2020	HEALTHCARE ELIGIBILITY TRANSACTIONS	8412540	4/2/2013	12/893609	9/29/2010
109393-0118	ALEG-004US	United States of America	Granted; next maintenance fee due 11/7/2020	MEDICAL SAVINGS ACCOUNTS WITH INVESTMENT AND LOAN-ACCOUNT ACCESS	8438106	5/7/2013	11/627138	1/25/2007
109393-0128	ALEG-006US	United States of America	Granted; next maintenance fee due 7/1/2018	ACCOUNT CONTROL METHOD AND SYSTEM THAT ALLOWS ONLY ELIGIBLE AND AUTHORIZED ITEMS TO BE PURCHASED USING	7866548	1/11/2011	11/285053	11/22/2005

				THE ACCOUNT				
109393-0127	ALEG-006USCN	United States of America	Granted: next maintenance fee due 12/18/2020	ACCOUNT CONTROL METHOD AND SYSTEM THAT ALLOWS ONLY ELIGIBLE AND AUTHORIZED ITEMS TO BE PURCHASED USING THE ACCOUNT	8464937	6/18/2013	13/004827	1/11/2011
109393-0107	ALEG-007USCN	United States of America	Pending: 3-mo OA response due 5/7/2017	CENTRALIZED EOB ARCHIVING AND ACCESS			14/640293	3/6/2015
109393-0103	ALEG-008US	United States of America	Pending: 1 st OA prediction is 25 months	SYSTEMS AND METHODS FOR GEOGRAPHICAL TICKER OF HEALTH RELATED SAVINGS ACCOUNT TRANSACTIONS			14/617128	2/9/2015
109393-0135	ALEG-009US	United States of America	Pending: 1 st OA prediction is 22 months	SYSTEMS AND METHODS FOR MULTI-PURSE DEBIT CARD			14/805522	7/22/2015
109393-0164	ALEG-010US	United States of America	Pending: 1 st OA prediction is 31 months	SYSTEMS AND METHODS FOR NOTIFICATIONS USING A MULTI-PURSE CARD			15/237333	8/15/2016
109393-0165	ALEG-011US	United States of America	Pending: 1 st OA prediction is 43 months	SYSTEMS AND METHODS FOR ALLOCATING RESOURCES VIA INFORMATION TECHNOLOGY INFRASTRUCTURE			15/237340	8/15/2016

109393-0166	ALEG-012US	United States of America	Pending: 1 st OA prediction is 43 months	SYSTEMS AND METHODS FOR MANAGING INFORMATION TECHNOLOGY INFRASTRUCTURE TO GENERATE A DYNAMIC INTERFACE			15/237344	8/15/2016
109393-0167	ALEG-013US	United States of America	Pending: 1 st OA prediction is 60 months	SYSTEMS AND METHODS FOR ALLOCATING RESOURCES USING INFORMATION TECHNOLOGY INFRASTRUCTURE			15/237354	8/15/2016
109393-0168	ALEG-015US	United States of America	Pending: 1 st OA prediction is 31 months	SYSTEMS AND METHODS FOR REDUCING RESOURCE CONSUMPTION VIA INFORMATION TECHNOLOGY INFRASTRUCTURE			15/237361	8/15/2016

PATENT

REEL: 042243 FRAME: 0883

RECORDED: 05/04/2017