

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4488096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
GLOBAL HEALTHCARE EXCHANGE, LLC	06/30/2017

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	7597247
Patent Number:	7845551
Patent Number:	8740059
Patent Number:	8135655
Patent Number:	8572012
Patent Number:	8738562
Patent Number:	8042738
Application Number:	13028389
Patent Number:	9589247
Patent Number:	9633325
Patent Number:	9576264
Application Number:	15461294
Application Number:	15377798
Application Number:	15377827
Application Number:	15377843
Application Number:	15465911

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: JOANNA MCCALL
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F171124 LIEN2
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NAME OF SUBMITTER:	RACHEL KLEIN
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SIGNATURE:	/Rachel Klein/
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DATE SIGNED:	07/03/2017
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Total Attachments: 7

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of June 30, 2017, is made by Global Healthcare Exchange, LLC, a Delaware limited liability company (the “Grantor”), in favor of Ares Capital Corporation, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Commerce Parent, Inc., a Delaware corporation (the “Parent”), Commerce Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of the Parent (the “Merger Sub”), and, upon the consummation of the Acquisition (including the merger contemplated by the Acquisition Agreement), GHX Ultimate Parent Corporation, a Delaware corporation (the “Acquired Company” and, upon the merger contemplated in the Acquisition Agreement, the “Borrower”), the Lenders from time to time party thereto and Ares Capital Corporation, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and each Guarantor required to do so under the Credit Agreement has executed and delivered a Second Lien Security Agreement, dated as of June 30, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Patents, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective Loans to the Borrower, Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Patents that are not Excluded Property and that are listed on Schedule A hereto (the “Patent Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment when due of the Obligations. The interest in the Patent Collateral being granted hereunder shall not be construed as a current assignment, but rather as a security interest that provides the Agent and the other Secured Parties such rights as are provided to holders of security interests under applicable law.

3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Agreement with the U.S. Patent and Trademark Office.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLOBAL HEALTHCARE EXCHANGE,
LLC,
as a Grantor

By: _____


Name: Robert Gillespie
Title: Chief Financial Officer

ARES CAPITAL CORPORATION,
as the Collateral Agent c.

By: _____

Name:

MICHAEL D. WEINER

Title:

AUTHORIZED SIGNATORY

[Signature Page to Second Lien Patent Security Agreement]

[[3662999]]

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REEL: 042881 FRAME: 0550

SCHEDULE A

U.S. PATENT REGISTRATIONS AND APPLICATIONS

Patent	Registered Owner	Application No.	Application Date	Patent No.	Grant Date
SYSTEM AND METHOD FOR COMPARING DRUG PRODUCT INFORMATION (Neo Number)	Global Healthcare Exchange, LLC	11/537,427	09/29/2006	7,597,247	10/06/2009
SYSTEM AND METHOD FOR COMPARING DRUG PRODUCT INFORMATION	Global Healthcare Exchange, LLC	12/547,796	08/26/2009	7,845,551	12/07/2010
SYSTEM AND METHOD FOR COMPARING DRUG PRODUCT INFORMATION	Global Healthcare Exchange, LLC	12/915,552	10/29/2010	8,740,059	06/03/2014
DYNAMIC INTELLIGENT OBJECTS (Nuvia)	Global Healthcare Exchange, LLC	12/244,679	10/02/2008	8,135,655	03/13/2012
UNIVERSAL DATA DISCERNMENT	Global Healthcare Exchange, LLC	13/368,668	02/08/2012	8,572,012	10/29/2013
UNIVERSAL DATA DISCERNMENT	Global Healthcare Exchange, LLC	14/038,457	09/26/2013	8,738,562	05/27/2014

Patent	Registered Owner	Application No.	Application Date	Patent No.	Grant Date
METHOD AND SYSTEM FOR TRACKING MEDICAL PRODUCTS	Global Healthcare Exchange, LLC	12/444,735	4/8/2009	8,042,738	10/25/2011
METHOD AND SYSTEM FOR MONITORING THE USE OF SENSITIVE PRODUCTS	Global Healthcare Exchange, LLC	13/028,389	02/16/2011	N/A	N/A
SYSTEMS AND METHODS FOR SUPPLY CHAIN MANAGEMENT	Global Healthcare Exchange, LLC	13/804,572	03/14/2013	9,589,247	03/07/2017
SYSTEMS AND METHODS FOR SUPPLY CHAIN MANAGEMENT	Global Healthcare Exchange, LLC	13/804,955	03/14/2013	9,633,325	04/25/2017
SYSTEMS AND METHODS FOR SUPPLY CHAIN MANAGEMENT	Global Healthcare Exchange, LLC	13/826,367	03/14/2013	9,576,264	02/21/2017
SUPPLY CHAIN EVENT MANAGEMENT	Global Healthcare Exchange, LLC	15/461,294	03/16/2017	N/A	N/A
COREX - HIGHLY SCALABLE EVENT BROKERING AND AUDIT TRACEABILITY SYSTEM	Global Healthcare Exchange, LLC	15/377,798	12/13/2016	N/A	N/A

Patent	Registered Owner	Application No.	Application Date	Patent No.	Grant Date
COREX - MULTIFACTOR ROUTING SYSTEM FOR EXCHANGING BUSINESS TRANSACTIONS	Global Healthcare Exchange, LLC	15/377,827	12/13/2016	N/A	N/A
COREX - PRODUCTION-LIKE TESTING AND COMPLEX BUSINESS TO BUSINESS AUDITING SYSTEM	Global Healthcare Exchange, LLC	15/377,843	12/13/2016	N/A	N/A
CONFLICTING NOMENCLATURE RECONCILIATION SYSTEM	Global Healthcare Exchange, LLC	15/465,911	03/22/17	N/A	N/A

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REEL: 042881 FRAME: 0553

RECORDED: 07/03/2017