504634264 11/09/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4680982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MEDAPOINT, INC.	10/25/2017

RECEIVING PARTY DATA

Name:	MEDAPOINT D.I.P. FINANCING SPV LLC		
Street Address:	1415 SOUTH VOSS ROAD		
Internal Address:	SUITE 110-109		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77057		

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	15073413
Application Number:	62134530
Application Number:	15295953
Application Number:	62242251

CORRESPONDENCE DATA

Fax Number: (615)244-6804

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.

Phone: 6158508791

Email: patentdocket@wallerlaw.com

Correspondent Name:BLAKE M. BERNARDAddress Line 1:511 UNION STREET

Address Line 2: SUITE 2700

Address Line 4: NASHVILLE, TENNESSEE 37219

Total Attackments O		
DATE SIGNED:	11/09/2017	
SIGNATURE: /Blake M. Bernard, Reg. #72435/		
NAME OF SUBMITTER:	BLAKE M. BERNARD	
ATTORNEY DOCKET NUMBER:	033704.76886	

Total Attachments: 3

PATENT REEL: 044078 FRAME: 0061 source=Patent Security Agreement#page1.tif
source=Patent Security Agreement#page2.tif
source=Patent Security Agreement#page3.tif

PATENT REEL: 044078 FRAME: 0062

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") is made as of October 25, 2017, by MEDAPOINT, INC. a Texas corporation ("Grantor"), in favor of MEDAPOINT D.I.P. FINANCING SPV LLC, a Texas limited liability company (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee identified therein are parties to that certain Debtor-In-Possession Credit and Security Agreement dated October 25, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Grantee in exchange for a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Credit Agreement), including all patents and patent applications, and all products and proceeds thereof, to secure payment and performance of the Grantor's Obligations thereunder; and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests.</u> To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:
 - (i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations, divisions, related foreign applications, or extensions thereof, and any U.S. or foreign patents granted therefrom; and
 - (ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MEDAPOINT, INC

Name: Title:

Agreed and Accepted As of the Date First Written Above:

MEDAPOINT D.I.P. FINANCING SPV LLC

Name: Breaux Castleman

Title: <u>Manager</u>

PATENT

REEL: 044078 FRAME: 0064

SCHEDULE 1

Patents

Pub. No.	Application No.	Title	Filing Date	Pub. Date
20160342740	15/073,413	SOFTWARE FOR	3/17/2016	11/24/2016
		EMERGENCY MEDICAL		
		SERVICES		
n/a	62/134,530	SOFTWARE FOR	3/17/2015	n/a
		EMERGENCY MEDICAL		
		SERVICES		
20170109485	15/295,953	MEDICAL CLAIMS AUTO	10/17/2016	4/20/2017
		CODING SYSTEM AND		
		METHOD		
n/a	62/242,251	MEDICAL CLAIMS AUTO	10/15/2015	n/a
		CODING SYSTEM AND		
		METHOD		

4828-1926-8434.1

RECORDED: 11/09/2017

PATENT REEL: 044078 FRAME: 0065