

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4774433

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PSKW, LLC	01/08/2018
PDR NETWORK, LLC	01/08/2018
LDM GROUP, L.L.C.	01/08/2018
RECEIVING PARTY DATA	
Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	14280323
Application Number:	14281161
Patent Number:	8732001
Patent Number:	8732002
Application Number:	13752308
Patent Number:	8533004
Patent Number:	8615406
Patent Number:	8781848
Patent Number:	8121868
Patent Number:	8452618
Patent Number:	8781861
Application Number:	14296098
Application Number:	14296254
Patent Number:	8401871
CORRESPONDENCE DATA	
Fax Number:	(215)832-5767
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.	

PATENT

Phone: 215-569-5767
Email: perry@blankrome.com
Correspondent Name: DAVID M. PERRY
Address Line 1: ONE LOGAN SQUARE
Address Line 2: 8TH FLOOR
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-17098
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NAME OF SUBMITTER:	DAVID M. PERRY
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SIGNATURE:	/David M. Perry/
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DATE SIGNED:	01/12/2018
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 8th day of January, 2018, by PSKW, LLC, a Delaware limited liability company (“**PSKW**”), PDR, LLC, a Delaware limited liability company (“**PDR**”), CAREFORM, LLC, a Pennsylvania limited liability company (“**Careform**”), PROXIMEDICS, LP, a Pennsylvania limited partnership (“**Proximedics**”), PDR Network, LLC, a Delaware limited liability company (“**PDR Network**”), PDR Distribution, LLC, a Delaware limited liability company (“**PDR Distribution**”), LDM Group, L.L.C., a Missouri limited liability company (“**LDM**”), PSKW Intermediate, LLC, a Delaware limited liability company (“**Holdings**”, and together with PSKW, PDR, Careform, Proximedics, PDR Network, PDR Distribution and LDM, the “**Grantors**”, and each a “**Grantor**”), in favor of PNC Bank, National Association, as administrative agent and collateral agent for the Lenders and Secured Parties (in such capacity, the “**Administrative Agent**”).

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”) among Grantors, the lenders from time to time party thereto (the “**Lenders**”), and PNC Bank, National Association, as Administrative Agent, the Lenders agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Security Agreement date as of the date hereof, each Grantor has granted to Administrative Agent a lien and security interest in substantially all of its assets to secure the Obligations; and

WHEREAS, as a condition precedent to Administrative Agent and Lenders entering into the Credit Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Administrative Agent of the Obligations under the Credit Agreement, each Grantor hereby collaterally assigns, pledges and grants to Administrative Agent for its benefit and the ratable benefit of each Lender, Issuer and each other Secured Party, a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising and wheresover located (collectively, the “IP Collateral”):

- (a) All of such Grantor’s (i) copyrights, copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule 1, (ii) income, license fees, royalties, damages, and payments now and hereafter due or

payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of each Grantor's rights corresponding thereto throughout the world (all of the foregoing, collectively, the "Copyrights");

(b) All of such Grantor's patents and patent applications, including (i) the patents and patent applications listed on Schedule 2, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Patents");

(c) means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 3, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks");

(d) all reissues, continuations or extensions of the foregoing (as applicable); and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for any infringement of any Copyright, Patent or Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. SECURITY AGREEMENT AND CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders and 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 IP Collateral made and granted hereby are more fully set forth in the Security Agreement and Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Administrative Agent and Lenders as follows: Schedule 1, Schedule 2 and Schedule 3 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule 1, Schedule 2 or Schedule 3 to include any such new IP Collateral of such Grantor identified in a written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. CONSTRUCTION. All references herein to Sections and Schedules shall be construed to refer to Sections of and Schedules to, this Agreement, except where the context clearly requires otherwise. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

GRANTORS:

PSKW INTERMEDIATE, LLC

By: 
Name: Chris Breakiron
Title: Chief Financial Officer

PSKW, LLC

By: 
Name: Chris Breakiron
Title: Chief Financial Officer

PDR, LLC

By: 
Name: Chris Breakiron
Title: Chief Financial Officer

PDR DISTRIBUTION, LLC

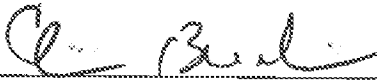
By: 
Name: Chris Breakiron
Title: Chief Financial Officer

PDR NETWORK, LLC

By: 
Name: Chris Breakiron
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

LDM GROUP, L.L.C.

By: 
Name: Chris Breakiron
Title: Chief Financial Officer

CAREFORM, LLC

By: 
Name: Chris Breakiron
Title: Chief Financial Officer

PROXIMEDICS LP

By: PSKW, LLC, its general partner

By: 
Name: Chris Breakiron
Title: Chief Financial Officer

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights

#	Grantor	Copyright	Registration No./ Application No.	Registration Date/ Application Date	Status
1.	PSKW, LLC ¹	"Time-Release Messaging" Software Program	TX0007266800	20-Aug-08	Registered
2.	LDM Group, L.L.C.	LDMGroup_Bridge	TX0007172969	1/20/2010	Registered

II. Patents

Grantor	Patent	Registration No./ Application No.	Registration Date/ Application Date	Status
PSKW, LLC	Apparatus and Method for Rewarding Consumers	14/280,323	16-May-14	Published
PSKW, LLC	Apparatus and Method for Rewarding Consumers	14/281,161	19-May-14	Published
PSKW, LLC	Apparatus and Method for Rewarding Consumers	8,732,001	8-Jun-04	Issued
PSKW, LLC	Apparatus and Method for Rewarding Consumers	8,732,002	22-Oct-08	Issued
PSKW, LLC	Universal Prescription Co-Pay Offset System and Methods for Using Same	13/752,308	28-Jan-13	Published
LDM Group, L.L.C.	Systems and methods for patient communications in conjunction with prescription medications	8,533,004	9/10/2013	Issued

¹ The ownership of this copyright has been assigned to PSKW, LLC but there is not yet evidence of title transfer.


Grantor	Patent	Registration No./ Application No.	Registration Date/ Application Date	Status
LDM Group, L.L.C.	Systems and methods for content provision with a pharmacy transaction	8,615,406	12/24/2013	Issued
LDM Group, L.L.C.	Systems and methods for providing an inducement of a purchase in conjunction with a prescription	8,781,848	7/15/2014	Issued
LDM Group, L.L.C.	Systems and methods for providing an inducement to purchase incident to a physician's prescription of medication	8,121,868	2/21/2012	Issued
LDM Group, L.L.C.	Systems and methods for providing an inducement to purchase incident to a physician's prescription of medication	8,452,618	5/28/2013	Issued
LDM Group, L.L.C.	Systems and methods for providing an inducement to purchase incident to a physician's prescription of medication	8,781,861	7/15/2014	Issued
LDM Group, L.L.C.	Systems and Methods for Providing an Inducement of a Purchase in Conjunction with a Prescription	14/296,098	6/4/2014	Pending
LDM Group, L.L.C.	Systems and Methods for Providing an Inducement to Purchase Incident to a Physician's Prescription of Medication	14/296,254	6/4/2014	Pending
PDR Network, LLC	Healthcare notification method and system including a healthcare website	8,401,871	3/19/2013	Issued

III. Trademarks

Grantor	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
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Grantor	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
PSKW, LLC	TIME-RELEASE MESSAGING	3,264,753	17-Jul-07	Registered
PSKW, LLC	PSKW (and design)	3,893,324	21-Dec-10	Registered
PSKW, LLC	 (PSKW INNOVATORS IN LOYALTY MARKETING)	3,916,440	8-Feb-11	Registered
PSKW, LLC	PSKW	3,988,266	5-Jul-11	Registered
PSKW, LLC	TIME-RELEASE MESSAGING	4,350,401	11-Jun-13	Registered
PSKW, LLC	PSKW GATEKEEPER	4,921,037	22-Mar-16	Registered
PSKW, LLC	CONNECTIVE	87/451,935	16-May-17	Pending
PSKW, LLC	C RX	87/451,933	16-May-17	Pending
LDM Group, L.L.C.	BEHAVIOR BASED PRESCRIPTION MANAGEMENT	4,047,448	11/01/2011	Registered
LDM Group, L.L.C. & PDR Network, LLC	CAREHEALTH	3,916,887	02/08/2011	Registered
LDM Group, L.L.C.	CAREPHONE	3,916,891	02/08/2011	Registered
LDM Group, L.L.C.	CAREPOINTS	3,178,258	11/28/2006	Registered
LDM Group, L.L.C. & PDR Network, LLC		3,916,893	02/08/2011	Registered
LDM Group, L.L.C. & PDR Network, LLC	CONNECTSYS	3,621,496	05/19/2009	Registered
LDM Group, L.L.C. & PDR Network, LLC	ECOPAY (Supplemental Register)	4,211,749	09/18/2012	Registered
LDM Group, L.L.C. & PDR Network, LLC	INFORMATION FOR YOUR HEALTH (Supplemental Register)	4,137,229	05/01/2012	Registered
LDM Group, L.L.C. & PDR Network, LLC		3,618,122	05/12/2009	Registered
LDM Group, L.L.C. & PDR Network, LLC	SCRIPTGUIDE	3,077,819	04/04/2006	Registered
LDM Group, L.L.C. & PDR Network, LLC	SCRIPTGUIDERTV	3,910,215	01/25/2011	Registered
PDR Network, LLC	MOBILEPDR	2640961	10/22/2002	Registered
PDR Network, LLC	Physicians' Desk Reference	1908218	8/1/1995	Registered

[Intellectual Property Security Agreement (ConnectiveRx)]
Schedule 1 – Page 3

Grantor	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
PDR Network, LLC	Physicians' Desk Reference	686664	10/13/1959	Registered
PDR Network, LLC	PHYSICIANS' DESK REFERENCE	626998	5/15/1956	Registered
PDR Network, LLC	Pocket PDR	1909784	8/8/1995	Registered
PDR Network, LLC	THE PDR FAMILY GUIDE TO NUTRITION AND HEALTH	2035094	2/4/1997	Registered
PDR Network, LLC	PDR.net	2567769	5/7/2002	Registered
PDR Network, LLC	PDR	1908219	8/1/1995	Registered
PDR Network, LLC	PDR	626997	5/15/1956	Registered
PDR Network, LLC	PDR Concise Prescribing Guide	3182638	12/12/2006	Registered
PDR Network, LLC		1909957	8/8/1995	Registered
PDR Network, LLC	PDR NETWORK	4115444	3/20/2012	Registered
PDR Network, LLC	PDR ON-DEMAND	3547340	12/16/2008	Registered

Grantor	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
PDR Network, LLC	PharmEHR (Supplemental Register)	4119750	3/27/2012	Registered
PDR Network, LLC	PDR	879404 (AUS)	5/10/2004	Registered
PDR Network, LLC	PDR	TMA104,221 (CAN)	8/24/1956	Registered
Physicians Desk Reference Inc.	PDR	944357 (CHN)	2/14/1997	Registered
Physicians Desk Reference Inc.	PDR	627356 (EU)	12/16/1998	Registered
Physicians Desk Reference Inc.	PDR	B15536/99 (HK)	12/6/1999	Registered

Grantor	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
Physicians Desk Reference Inc.	PDR	4303412 (JPN)	8/6/1999	Registered
Physicians Desk Reference Inc.	PDR	50670 (PER)	10/24/1998	Registered
Physicians Desk Reference Inc.	PDR	98/22922 (South Africa)	9/9/2002	Registered
Physicians Desk Reference Inc.	PDR Family Guide to Prescription Drugs	39824878 (GER)	6/22/1988	Registered
Physicians Desk Reference Inc.	PDR Family Guide to Women's Health	39824876 (GER)	6/22/1998	Registered
PDR Network, LLC	PDR Physicians' Desk Reference	1005790 (AUS)	1/31/2005	Registered

[Intellectual Property Security Agreement (ConnectiveRx)]
Schedule 1 – Page 6

Grantor	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
Physicians Desk Reference Inc.	PDR Physicians' Desk Reference	902-80 (Ecuador)	1/23/2008	Registered
Physicians Desk Reference Inc.	PDR Physicians' Desk Reference	B15261/2000 (HK)	12/21/1998	Registered
Physicians Desk Reference Inc.	PDR Physicians' Desk Reference	187-08 (Ecuador)	2/14/2008	Registered
Physicians Desk Reference Inc.	PDR Physicians' Desk Reference	TMA200973 (CAN)	8/9/1974	Registered
PDR Network, LLC	PDR Physicians' Desk Reference	1593401 (FRA)	5/22/1990	Registered
Physicians Desk Reference Inc.	PDR Physicians' Desk Reference	608651 (MEX)	4/30/1999	Registered

[Intellectual Property Security Agreement (ConnectiveRx)]
Schedule 1 – Page 7

Grantor	Mark	Registration No./ Application No.	Registration Date/ Application Date	Status
Physicians Desk Reference Inc.	PDR Physicians' Desk Reference	50669 (PER)	10/24/1998	Registered
Physicians Desk Reference Inc.	PDR Physicians' Desk Reference	98/22902 (South Africa)	1/3/2002	Registered
Careform, LLC ²	CAREFORM	5,175,936	4/4/2017	Registered

² Registered owner is listed as "Proximedica Technology, Inc."