

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4683436

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN GRANT OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
NAVICURE, INC.	11/01/2017
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP.
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7739132
Patent Number:	8719057
Patent Number:	8655685
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<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>	
Phone:	714-540-1235
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	057121-0205
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	11/10/2017
Total Attachments: 5	
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FIRST LIEN GRANT OF
SECURITY INTEREST IN PATENTS

This FIRST LIEN GRANT OF SECURITY INTEREST IN PATENTS, dated as of November 1, 2017 (this "Agreement"), is made by Navicure, Inc., a Delaware corporation and ZirMed Inc., a Delaware corporation (the "Grantors"), in favor of Antares Capital LP, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of November 1, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BNVC Holdings, Inc. ("Holdings"), Navicure, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Antares Capital LP, as the Administrative Agent and the Collateral Agent, Antares Holdings LP as the Swingline Lender and a Lender, and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the First Lien Security Agreement, dated as of November 1, 2017 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of their right, title and interest in, to and under the following now owned or at any time hereafter acquired by the Grantors, or in which the Grantors now have or at any time in the future may acquire any right, title

or interest, in each case, that are not Excluded Property (collectively, the “Patent Collateral”), as collateral security for the prompt and complete payment and performance when due of the Obligations:

(i) all patents, all registrations and recordings thereof, and all applications for patents, including issuances, recordings and pending applications in the United States Patent and Trademark Office, including those U.S. patents and applications owned by the IP Grantor and listed on Schedule A hereto, (ii) all reissues, reexaminations, continuations, divisions, continuations-in-part, or extensions thereof, and the inventions, discoveries or designs disclosed or claimed therein, (iii) all rights to sue at law or in equity for any past, present, and future infringement or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges related thereto.

Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Patents of such Grantor under this First Lien Grant of Security Interest in Patents.

Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in 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.

Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.


Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

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


NAVICURE, INC.

as a Grantor

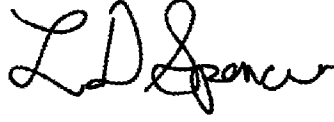
By: 
Name: Jim Lacy
Title: Chief Financial Officer, Treasurer, and Secretary

ZIRMED INC.

as a Grantor

By: 
Name: Jim Lacy
Title: Chief Financial Officer, Treasurer, and Secretary

ANTARES CAPITAL LP,
as the Collateral Agent

A handwritten signature in black ink, appearing to read "L. Spencer". The signature is written in a cursive, flowing style.

By: _____

Name: Lofton Spencer

Title: Its Duly Authorized Signatory

SCHEDULE A

U.S. Patent Registrations and Applications

Navicure, Inc.:

Patent Title	Application Number	Filing Date	Patent Number	Issue Date
Correcting and Monitoring Status of Healthcare Claims	10/688,363	10/7/2003	7,739,132	06/15/2010
Systems and Methods for Monitoring the Status of Medical Claims	12/794,358	06/04/2010	8,719,057	05/06/2014
Systems and Methods for Processing Medical Claims	12/795,054	06/07/2010	8,655,685	02/18/2014

ZirMed Inc.:

Patent Title	Application Number	Filing Date	Patent Number	Issue Date
SYSTEM AND METHOD FOR SECURING REMUNERATION OF PATIENT RESPONSIBILITIES FOR HEALTHCARE SERVICES IN A REVENUE MANAGEMENT CYCLE	20140046678	08/09/2013	13/963,934	02/13/2014
RESPONSE MESSAGE NORMALIZATION SYSTEM	20140046681	08/13/2013	13/966,232	02/13/2014
INFORMATION EXCHANGE FOR HEALTH CARE PROVIDERS (CLINICAL LINK)	20140278511	03/17/2014	14/216,485	09/18/2014
BUSINESS ANALYTICS PACKAGE WITH KEY PERFORMANCE INDICATORS FOR HEALTH CARE PROVIDERS (BUSINESS ANALYTICS)	20140324448	04/28/2014	14/263,940	10/30/2014
UNTETHERED COMMUNITYCENTRIC PATIENT HEALTH PORTAL(HEALTH PORTAL)	20150100349	09/29/2014	14/499,776	04/09/2015
WORKCENTER FOR PROCESSING REJECTED OR DENIED CLAIMS IN A REVENUE CYCLE MANAGEMENT SYSTEM	20150294421	4/14/2015	14/686,772	10/15/2015