

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4743310

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HEALTH MANAGEMENT SYSTEMS, INC.	12/19/2017
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A., AS COLLATERAL AGENT
Street Address:	580 CROSSPOINT PARKWAY
Internal Address:	CRMS DOCS CENTRAL, CRMS COE BUFFALO
City:	GETZVILLE
State/Country:	NEW YORK
Postal Code:	14068
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	29597566
Application Number:	29597571
Application Number:	29609167
Application Number:	29612751
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/20/2017
Total Attachments: 6	
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Health Management Systems, Inc.

2. Name and address of receiving party(ies)

Name: Citibank, N.A., as Collateral Agent

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 19, 2017

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: CRMS Docs Central, CRMS CoE Buffalo,

580 Crosspoint Parkway Office

City: Getzville

State: NY

Country: USA Zip: 14068

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule I

B. Patent No.(s)

See Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 19, 2017
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Patent Security Agreement

Patent Security Agreement, dated as of December 19, 2017, by HEALTH MANAGEMENT SYSTEMS, INC. (the "Pledgor"), in favor of CITIBANK, N.A., as Collateral Agent (in such capacity, together with its successors in such capacity the "Collateral Agent") pursuant to the Amended and Restated Credit Agreement (the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement dated as of December 16, 2011, as amended and restated as of December 19, 2017 (and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Patents of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than indemnification obligations not yet due and payable, obligations under clauses (b) and (c) of the definition of Obligations, and LC Exposure that has been cash collateralized) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

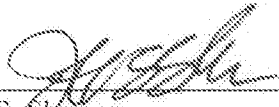
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HEALTH MANAGEMENT SYSTEMS, INC.

By: 
Name: Jeffrey S. Sherman
Title: Executive Vice President, Chief Financial
Officer and Treasurer

Signature Page to Patent Security Agreement

PATENT
REEL: 044918 FRAME: 0244

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By: 

Name: Michael Tortora

Title: Michael Tortora

Signature Page to Patent Security Agreement

PATENT
REEL: 044918 FRAME: 0245

Schedule I
Patents

UNITED STATES PATENTS

Registrations: None.

Applications:

Patent Title	Owner	Filing Date	Application Number
DISPLAY SCREEN WITH ANIMATED GRAPHICAL INTERFACE	Health Management Systems, Inc.	March 17, 2017	29/597,566
DISPLAY SCREEN WITH ANIMATED GRAPHICAL INTERFACE	Health Management Systems, Inc.	March 17, 2017	29/597,571
DISPLAY SCREEN WITH ANIMATED GRAPHICAL USER INTERFACE	Health Management Systems, Inc.	June 28, 2017	29/609,167
MOBILE DISPLAY SCREEN WITH ANIMATED GRAPHICAL USER INTERFACE	Health Management Systems, Inc.	August 3, 2017	29/612,751