504812487 03/09/2018 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4859221

SUBMISSION TYPE:		NE	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		SE	SECURITY INTEREST				
CONVEYING PARTY	' DATA						
		Nar	Name			Execution Da	te
PROVATION MEDICAL, INC.						03/09/2018	
RECEIVING PARTY	DATA						
Name:	ITAL PARTNERS AGE	ENT, LLC	, AS CO	LLATERAL AGE	IT		
Street Address:		D CAPITAL MARKET SERVICES LLC, 225 W. ST., 21ST FLOOR					
City:	y: CHICAGO						
State/Country:	ILLINOIS	ILLINOIS					
Postal Code:	60606						
PROPERTY NUMBE	RS Total: 1						
Property Typ			Number				
CORRESPONDENCI		7840416					
<i>using a fax number,</i> Phone: Email:	E DATA Il be sent to if provided; 3	the e-m ; if that i 312-577- 1umberto	aquino@kattenlaw.co	II be sen om	t via US		
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of March 9, 2018 (this "<u>Patent</u> <u>Security Agreement</u>"), made by ProVation Medical, Inc., a Delaware corporation (the "<u>Grantor</u>"), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among ProVation Software Group, Inc., as the Initial Borrower, and from and after the consummation of the Closing Date Acquisition, the Grantor as a Borrower, ProVation Software Intermediate Holdings, LLC, as Holdings, each Lender from time to time party thereto, Varagon Capital Partners Agent, LLC, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Patents</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in, all of the Grantor's right, title or interest in or to any and all of the Owned Patents included in the Collateral (the "<u>Patent Collateral</u>"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of, any of the Patent Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. <u>Security Agreement</u>. 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 the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Patent Collateral 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

> PATENT REEL: 045157 FRAME: 0247

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. <u>Counterparts</u>. This Patent Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Patent Security Agreement.

SECTION 6. <u>Governing Law</u>. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Patent Collateral under this Patent Security Agreement.

[Signature pages follow]

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

PROVATION MEDICAL, INC., as Grantor

By:

Name: Kathryn Vitters Title: Vice President, Finance

[Signature Page to Patent Security Agreement]

PATENT REEL: 045157 FRAME: 0249 Accepted and Agreed:

VARAGON CAPITAL PARTNERS AGENT, LLC, as Collateral Agent

By: Varagon Capital Partners, L.P., its Sole Member

By:

Name: Jason Weiskopf Title: Executive Director

[Signature Page to Patent Security Agreement]

PATENT REEL: 045157 FRAME: 0250

SCHEDULE I to

PATENT SECURITY AGREEMENT PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

U.S. Patent Registrations

Title	App. No.	App. Date	Reg. No.	Reg. Date
Naturally expressed	10745759	12/23/2003	7,840,416	12/23/2003
medical procedure				
descriptions generated				
via synchronized				
diagrams and menus				

U.S. Patent Applications

None.

RECORDED: 03/09/2018