

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4807707

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
PREMIER HEALTH CARE SERVICES, INC.	02/01/2018
RECEIVING PARTY DATA	
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT
Street Address:	225 W. WASHINGTON ST.
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8725539
CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<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:	212.310.8582
Email:	juan.arias@weil.com
Correspondent Name:	EVAN T. NICHOLS
Address Line 1:	WEIL, GOTSHAL & MANGES LLP
Address Line 2:	767 FIFTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10153
NAME OF SUBMITTER:	EVAN T. NICHOLS
SIGNATURE:	/EVAN T. NICHOLS/
DATE SIGNED:	02/02/2018
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 1, 2018, by each Grantor party hereto from time to time (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of February 1, 2018 (as 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 Grantors are 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 Grantors hereby agree 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. Each Grantor 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 Collateral (excluding any Excluded Assets) of such Grantor:

(a) All issued and applied for Patents of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 the Grantors hereby acknowledge and affirm 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. 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 termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on 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. Delivery of an executed signature page to this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Patent Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Patent Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

PREMIER HEALTH CARE SERVICES, LLC

By: 
Name: John Barrack
Title: Assistant Treasurer

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

Schedule I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

United States Patents and Trademarks

U.S. Patents and Patent Applications

	Owner	Patent Title	Serial No.	Patent No.
1.	Premier Health Care Services, Inc.	Systems and Methods for Providing A Continuum of Care	13/227,075	8,725,539

Exclusive Patent Licenses

None.