

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Execution Date
HYLAND SOFTWARE, INC.	04/02/2018

RECEIVING PARTY DATA

Name:	CREDIT SUISSE
Street Address:	ELEVEN MADISON AVENUE, 9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	9268779
Patent Number:	9466025
Patent Number:	9495440
Application Number:	14616954
Application Number:	14229108
Application Number:	14674598
Application Number:	14928228
Application Number:	14928785
Application Number:	15086495
Application Number:	15081347
Application Number:	15086428
Application Number:	15476125
Application Number:	15476719

CORRESPONDENCE DATA

Fax Number: (650)838-5109

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.

Phone: 650-838-3743

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Correspondent Name: MARC ELZWEIG

PATENT

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 35610/12826

NAME OF SUBMITTER: MARC ELZWEIG

SIGNATURE: /MARC ELZWEIG/

DATE SIGNED: 04/09/2018

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated April 2, 2018, is made by the Persons listed on the signature page hereof (collectively, the “*Grantors*”) in favor of Credit Suisse, acting through one or more of its branches, or any Affiliate thereof (“*Credit Suisse*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HIS MergerSub DE, Inc., a Delaware corporation, Hyland Software, Inc., an Ohio corporation, and HSI Holdings II, Inc., a Delaware corporation, have entered into that certain Senior Secured First Lien Credit Agreement dated as of July 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor and certain other Persons have executed and delivered that certain Security Agreement dated July 1, 2015 made by the Grantors and such other Persons to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated July 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in certain intellectual property of the Grantors and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor’s right, title or interest therein (the “*Additional Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world

and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.


SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

HYLAND SOFTWARE, INC.

By: 
Name: Christopher J. Hyland
Title: Chief Financial Officer

Address for Notices:
28500 Clemens Rd.
Westlake, OH 44145

Schedule A

Patents

1. U.S. Patent No. 9268779 for “Methods, Computer Program Products, And Apparatuses For Dispersing Content Items”
2. U.S. Patent No. 9466025 for “Method, Apparatus And Computer Program Product For Loading Content Items”
3. U.S. Patent No. 9495440 for “Method, Apparatus, And Computer Program Product For Routing Files Within A Document Management System”
4. U.S. Patent Application No. 14616954, filed February 9, 2015, for “Method, Apparatus, And Computer Program Product For Facilitating Query Initiation And Query Response”
5. U.S. Patent Application No. 14229108, filed March 28, 2014, for ” Method, Apparatus, And Computer Program Product For Providing Automated Testing Of An Optical Character” (non-final rejection mailed November 22, 2017)
6. U.S. Patent Application No. 14674598, filed March 31, 2015, for “Methods and Apparatuses for Providing Document Workflow Management” (non-final rejection mailed January 24, 2018)
7. U.S. Patent Application No. 14928228, filed October 30, 2015, for “Methods and Apparatuses for Providing an Infinitely Scrolling Accumulator” (Applicant’s request for reconsideration submitted February 1, 2018)
8. U.S. Patent Application No. 14928785, filed October 30, 2015, for “Methods and Apparatuses for Location-Based Data Access” (Notice of Allowance mailed January 8, 2018)
9. U.S. Patent Application No. 15086495, filed March 31, 2016, for “Methods And Apparatuses For Providing Configurable Security Models” (non-final rejection mailed November 27, 2017)
10. U.S. Patent Application No. 15081347, filed March 25, 2016, for “Method And Apparatus For Migration Of Data From A Source Enterprise Application To A Target Enterprise Application”
11. U.S. Patent Application No. 15086428, filed March 31, 2016, for “Method And Apparatus For Improved Error Handling”
12. U.S. Patent Application No. 15476125, filed March 31, 2017, for “Methods And Apparatuses For Utilizing A Gateway Integration Server To Enhance Application Security”
13. U.S. Patent Application No. 15476719, filed March 31, 2017, for “Methods And Apparatuses For Improved Network Communication Using A Message Integrity Secure Token”