

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5046864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
API HEALTHCARE CORPORATION	07/10/2018
CONCERRO, INC.	07/10/2018
FAYOLA SUNRISE LLC	07/10/2018
VENTURA RAINBOW LLC	07/10/2018

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	7496479
Patent Number:	8650056
Patent Number:	9454751
Patent Number:	9805342
Application Number:	15713234
Application Number:	14803609
Application Number:	29516484
Patent Number:	D768651
Patent Number:	D773507
Application Number:	29578217
Application Number:	29578218
Application Number:	29578232
Application Number:	29593668
Application Number:	29593673
Application Number:	15786562
Application Number:	29615792
Application Number:	15195080

PATENT

Property Type	Number
Patent Number:	7849219
Application Number:	11595236
Application Number:	29577823
Patent Number:	D808417
Application Number:	15391513
PCT Number:	US2017038664
Application Number:	62439359
Application Number:	15479873
PCT Number:	US2017038782
Application Number:	15456156
PCT Number:	US2017038935
Application Number:	62505695
Application Number:	62566069
Patent Number:	8275631
Application Number:	13401266
Application Number:	14512760
Application Number:	62671832

CORRESPONDENCE DATA

Fax Number: (212)715-8100

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.

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Email: klpatent@kramerlevin.com

Correspondent Name: KRAMER LEVIN NAFTALIS & FRANKEL LLP

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Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	071498-00010
NAME OF SUBMITTER:	DIANE TORNIALI
SIGNATURE:	/Diane Torniali/
DATE SIGNED:	07/12/2018

Total Attachments: 9

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Second Lien Patent Security Agreement

Second Lien Patent Security Agreement, dated as of July 10, 2018, by API Healthcare Corporation, a Wisconsin corporation, Concerro, Inc., a California corporation, Fayola Sunrise LLC, a Delaware limited liability company and Ventura Rainbow LLC, a Delaware limited liability company (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of July 10, 2018 (as the same may be amended, restated, amended and restated, extended, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement") among VVC HOLDING CORP., a Delaware corporation ("Administrative Borrower") and WFM HOLDING CORP., a Delaware corporation ("Co-Borrower") (each, a "Borrower" and collectively, the "Borrowers"), the Subsidiary Guarantors, each of the Lenders party thereto (together with any other Person who from time to time is a maker of any Loans, the "Lenders"), GOLDMAN SACHS BANK USA, as administrative agent for the Lenders and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement), the Lenders have severally agreed to make the Loans upon the terms and subject to the conditions set forth therein;

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (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 Pledgors are required to execute and deliver this Second Lien 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 Pledgors 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. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest, subject in priority only to the first priority security interest in favor of the First Lien Collateral Agent in accordance with the Intercreditor Agreement and to Permitted Liens, in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, "Patent Collateral"):

(a) Patents of such Pledgor, including those listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing; in each case of the foregoing clauses (a) and (b), other than Excluded Property.

SECTION 3. Security Agreement. Subject to the terms of the Intercreditor Agreement, the security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors 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. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Second Lien Patent Security Agreement.

SECTION 5. Counterparts. This Second Lien 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 Second Lien Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien 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.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary (other than with respect to Section 2.1 of the Security Agreement), (i) the liens and security interests granted to the Collateral Agent pursuant to this Second Lien Patent Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement) pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Second Lien Patent Security Agreement (other than with respect to Section 2.1 of the Security Agreement), the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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

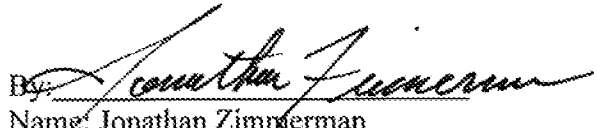
API HEALTHCARE CORPORATION

By: 

Name: Jonathan Zimmerman

Title: President

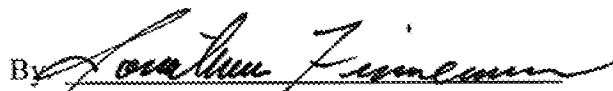
CONCERRO, INC.

By: 
Name: Jonathan Zimmerman
Title: President

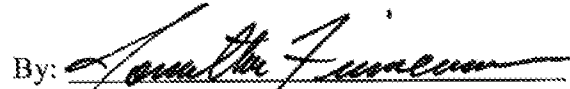
[Signature Page to Patent Security Agreement -- Second Lien]

PATENT
REEL: 046566 FRAME: 0739

FAYOLA SUNRISE LLC

By 
Name: Jonathan Zimmerman
Title: President

VENTURA RAINBOW LLC

By: 
Name: Jonathan Zimmerman
Title: President

AGREED TO AND ACCEPTED

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name: **Robert Ehudin**

Title: **Authorized Signatory**

SCHEDULE I
to
SECOND LIEN PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent	Patent No.	Application No.	Owner
System For Monitoring Patient Supervision by Health-Care Workers	7496479	11/459125	API Healthcare Corporation
Decision Making and Implementation System	9650056	13/095790	Concerro, Inc.
A SYSTEM AND METHOD TO TRACK TIME & ATTENDANCE OF AN INDIVIDUAL AT A WORKPLACE FOR A SCHEDULED WORKSHIFT	9454751B1	14/673030	API Healthcare Corporation
A SYSTEM AND METHOD TO TRACK TIME & ATTENDANCE OF AN INDIVIDUAL AT A WORKPLACE FOR A SCHEDULED WORKSHIFT	9805342	15/270658	API Healthcare Corporation
SYSTEM AND METHOD TO TRACK TIME AND ATTENDANCE OF AN INDIVIDUAL AT A WORKPLACE FOR A SCHEDULED WORKSHIFT	Pending	15/713234	API Healthcare Corporation
A SYSTEM AND METHOD TO TRACK TIME & ATTENDANCE OF AN INDIVIDUAL AT A WORKPLACE	Pending	14/803609	API Healthcare Corporation
GRAPHICAL USER INTERFACE FOR A TIME AND ATTENDANCE SYSTEM AT A HEALTHCARE FACILITY	Pending	29/516484	API Healthcare Corporation
GRAPHICAL USER INTERFACE FOR A TIME AND ATTENDANCE SYSTEM TO MANAGE OVERTIME AT A HEALTHCARE FACILITY	D768651S1	29/513343	API Healthcare Corporation
GRAPHICAL USER INTERFACE FOR A TIME AND ATTENDANCE SYSTEM TO MANAGE STAFFING AT A HEALTHCARE FACILITY	D773507S1	29/516490	API Healthcare Corporation
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	Pending	29/578217	API Healthcare Corporation
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	Pending	29/578218	API Healthcare Corporation
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	Pending	29/578232	API Healthcare Corporation
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	Pending	29/593668	API Healthcare Corporation
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	Pending	29/593673	API Healthcare Corporation
MACHINE-LEARNING MODEL TRAINED ON EMPLOYEE WORKFLOW AND SCHEDULING DATA TO RECOGNIZE PATTERNS ASSOCIATED WITH EMPLOYEE RISK FACTORS	Pending	15/786562	API Healthcare Corporation
A DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	Pending	29/615792	API Healthcare Corporation

PAYER PROVIDER CONNECT ENGINE	Pending	15/195080	Fayola Sunrise LLC
MANAGING BUNDLED CLAIMS ADJUDICATION USING PREDICTIVE ANALYTICS	Pending	15/636596	Fayola Sunrise LLC
MANAGING BUNDLED CLAIMS ADJUDICATION USING PREDICTIVE ANALYTICS	Pending	US2018/015513	Fayola Sunrise LLC
Communication System And Method For RealTime Connectivity To Multiple Heterogeneous Backend Systems	7849219	10/909018	Fayola Sunrise LLC
METHOD AND SYSTEM FOR CLINICAL TRIAL COMPLIANCE	Pending	11/595236	Fayola Sunrise LLC
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	D806126	29/577823	Ventura Rainbow LLC
DISPLAY SCREEN OR PORTION THEREOF WITH TRANSITIONAL GRAPHICAL USER INTERFACE	D808417	29/577827	Ventura Rainbow LLC
SYSTEMS AND METHODS FOR PATIENT-PROVIDER ENGAGEMENT	Pending	15/391513	Ventura Rainbow LLC
SYSTEMS AND METHODS FOR PATIENT-PROVIDER ENGAGEMENT	Pending	US2017/038664	Ventura Rainbow LLC
SYSTEMS AND METHODS TO ASSIGN CLINICAL GOALS, CARE PLANS AND CARE PATHWAYS	Pending	62/439359	Ventura Rainbow LLC
Assigning Clinical Goals, Care Plans & Care Pathways	Pending	15/479873	Ventura Rainbow LLC
SYSTEMS AND METHODS TO ASSIGN CLINICAL GOALS, CARE PLANS AND CARE PATHWAYS	Pending	US2017/038782	Ventura Rainbow LLC
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	D806126	29/577823	Ventura Rainbow LLC
ROLE-BASED NAVIGATION INTERFACE SYSTEMS AND METHODS	Pending	15/456156	Ventura Rainbow LLC
ROLE-BASED NAVIGATION INTERFACE SYSTEMS AND METHODS	Pending	US2017/038935	Ventura Rainbow LLC
SYSTEMS AND METHODS FOR FACTORY CATALOG MANAGEMENT AND DISTRIBUTION OF ORDERS AND SERVICES	Pending	62/505695	Ventura Rainbow LLC
CLINICAL TERMINOLOGY MAPPING WITH NATURAL LANGUAGE PROCESSING	Pending	62/566069	Ventura Rainbow LLC
Executing Clinical Practice Guidelines	8275631	10/942285	Ventura Rainbow LLC
AN ARCHITECTURE FOR A CONTENT DRIVEN CLINICAL INFORMATION SYSTEM	Pending	13/401266	Ventura Rainbow LLC
A method for visualizing the history of patient information changes in Enterprise Master Patient Index EMPI systems	Pending	14/512760	Ventura Rainbow LLC
DOCUMENT TRACKING PANEL APPARATUS	Pending	62/671832	Ventura Rainbow LLC