

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5394513

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ANJU ZEPHYR HEALTH, LLC	02/26/2019
RECEIVING PARTY DATA	
Name:	BARINGS FINANCE LLC, AS ADMINISTRATIVE AGENT
Street Address:	300 S. TRYON STREET, SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9390159
Patent Number:	9805081
Patent Number:	9928284
CORRESPONDENCE DATA	
Fax Number:	
<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:	70043432000
Email:	twitcher@mcguirewoods.com
Correspondent Name:	TERRY L. WITCHER, PARALEGAL
Address Line 1:	MCGUIREWOODS LLP
Address Line 2:	201 N. TRYON STREET, SUITE 3000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	(2064593-0055)
NAME OF SUBMITTER:	TERRY L. WITCHER, PARALEGAL
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	02/26/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of February 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Barings Finance LLC, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of February 26, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Patent Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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**

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”); *provided*, that the Patent Collateral shall not include any Excluded Assets:

(i) (a) all letters patent of the United States or any other jurisdiction, all registrations and recordings thereof, and all applications for letters patent of the United States or any other jurisdiction, including registrations, recordings and pending applications in the United States Patent and Trademark Office (“USPTO”), including any of the foregoing listed in Schedule A hereto, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise

recover for any past, present or future infringement or other violation thereof,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

Section 3. **Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. **Recordation**

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. **Termination**

This Agreement shall terminate and the lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding contingent indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Patent Collateral granted herein.

Section 6. **GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. **Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

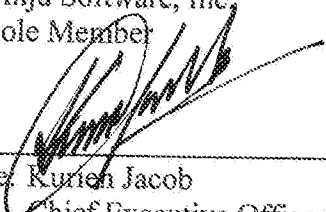
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTORS:

ANJU ZEPHYR HEALTH, LLC

By: Anju Software, Inc.
Its: Sole Member

By: 
Name: Kurien Jacob
Title: Chief Executive Officer

BARINGS FINANCE LLC,
as Administrative Agent

By: 

Name: L. Max McEwen
Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 048447 FRAME: 0074

SCHEDULE A
to
PATENT SECURITY AGREEMENT

U.S. Patent Issuances:

Title	App. No./ Filing Date	Patent No./ Issue Date	Owner
DATABASE ARCHITECTURE FOR STORING MULTI- STRUCTURED DATA	14/203,160 03/10/2014	9,390,159 07/12/2016	Anju Zephyr Health, LLC
RECORD LINKAGE ALGORITHM FOR MULTI-STRUCTURED DATA	14/203,205 03/10/2014	9,805,081 10/31/2017	Anju Zephyr Health, LLC
FILE RECOGNITION SYSTEM AND METHOD	14/588,007 12/31/2014	9,928,284 03/27/2018	Anju Zephyr Health, LLC

U.S. Patent Applications:

None.