

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5588430

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEXTECH SYSTEMS, LLC	06/24/2019
RECEIVING PARTY DATA		
Name:	GOLUB CAPITAL LLC, AS AGENT	
Street Address:	100 SOUTH WACKER DRIVE	
Internal Address:	18TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Patent Number:	D670716
	Patent Number:	D670715
	Patent Number:	D670714
	Patent Number:	10235728
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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:	212-906-1216	
Email:	angela.amaru@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
Address Line 1:	885 THIRD AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	053644-0208	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	06/25/2019	
Total Attachments: 5		
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FIRST LIEN PATENT SECURITY AGREEMENT dated as of June 24, 2019 (this “**Agreement**”), among Nextech Systems, LLC, a Florida limited liability company agreement (the “**Grantor**”) and Golub Capital LLC, as collateral agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of June 24, 2019 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Neptune Acquisition Merger Sub, LLC, a Delaware limited liability company (“**Merger Sub**”), and, after giving effect to the Merger, Nextech Holdings LLC, a Delaware limited liability company (the “**Borrower**”), Neptune Buyer, Inc., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Agent and (b) the First Lien Credit Agreement dated as of June 24, 2019 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among Merger Sub, the Borrower, Holdings, the Subsidiaries of the Grantor from time to time party thereto, the lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, the Grantor hereby pledges, mortgages, hypothecates and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the following personal properties and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Patent Collateral**”): (i) any and all patents and patent applications including, without limitation, those listed on Schedule I hereto, (ii) all inventions, designs and improvements described and claimed therein; (iii) all reissues, reexaminations, divisions, continuations, renewals, extensions, and continuations-in-part thereof, (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks or the Commissioner of Patents, as applicable, record this First Lien Patent Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the

Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have executed this Patent Security Agreement as of the date first above written.

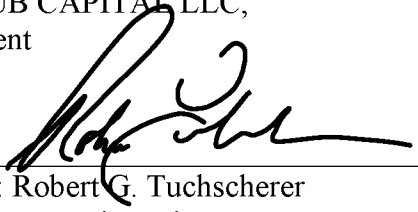
NEXTECH SYSTEMS, LLC

By: 

Name: Michael H. Scarborough

Title: President

GOLUB CAPITAL LLC,
as Agent

By: 
Name: Robert G. Tuchscherer
Title: Managing Director

Schedule I

United States Patents and Patent Applications

Patent Title	Name of Registered Owner	Application / Issue Number	Issue Date
Graphic User Interface for Medical Consultations	Nextech Systems, LLC	D670716	11/13/12
Graphic User Interface for Medical Scheduling	Nextech Systems, LLC	D670715	11/13/12
Graphic User Interface for Patient Charting	Nextech Systems, LLC	D670714	11/13/12
Integrated Medical Practice Management and Image Management	Nextech Systems, LLC	10,235,728	3/19/19