

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5853453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FDS, INC.	12/05/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ELM PARK CAPITAL MANAGEMENT, LLC, AS AGENT	
<b>Street Address:</b>	2300 NORTH FIELD STREET, SUITE 2180	
<b>City:</b>	DALLAS	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	75201	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7899686	
<b>Patent Number:</b>	8126741	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	2123186532	
<b>Email:</b>	alanagramer@paulhastings.com	
<b>Correspondent Name:</b>	ALANA GRAMER	
<b>Address Line 1:</b>	C/O PAUL HASTINGS LLP	
<b>Address Line 2:</b>	200 PARK AVENUE	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166	
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER	
<b>SIGNATURE:</b>	/s/ AG	
<b>DATE SIGNED:</b>	12/05/2019	
<b>Total Attachments: 5</b>		
source=Elm Park - FDS - Patent Security Agreement [Executed]#page1.tif		
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**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 5<sup>th</sup> day of December, 2019, by and among the Grantor listed on the signature pages hereto (the “Grantor”), and **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company (“Elm Park”), in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, “Agent”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **RXINNOVATION INC.**, a Delaware corporation (“Parent”), **FDS, INC.**, a Delaware corporation (“Borrower”), the lenders party thereto from time to time as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Elm Park, as Agent and arranger, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by reference, *mutatis mutandis*.
2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):
  - (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;
  - (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
  - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the

right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

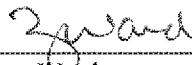
3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**FDS, INC.**, a Delaware corporation

By:   
Name: Tracy Ward  
Title: Chief Administrative Officer,  
Executive Vice President and Secretary

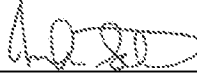
By:   
Name: Greg Lytle  
Title: Chief Financial Officer and Treasurer

*[Signature Page to Patent Security Agreement]*

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**ELM PARK CAPITAL MANAGEMENT,  
LLC**, a Delaware limited liability company

By: 

Name: Mark Schachter

Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 051210 FRAME: 0242**

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**Patents**

**Registrations:**

<b>Patent Title</b>	<b>Patent #</b>	<b>Date Issued</b>	<b>Owner</b>
SYSTEM AND METHOD FOR MANAGING PRESCRIPTION DATA	7899686	Mar 1, 2011	FDS, Inc.
SYSTEM AND METHOD FOR MANAGING PRESCRIPTION DATA TO DETECT PATHOGENS	8126741	Feb 28, 2012	FDS, Inc.

**Applications:**

<b>Patent Application</b>	<b>Application #</b>	<b>Application Date</b>	<b>Owner</b>
N/A	N/A	N/A	N/A