505852523 01/08/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5899460

SUBMISSION TYPE:	NEW ASSIGNMENT	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT			
CONVEYING PARTY DATA				
	Name	Execution Date		
ANALGESIC SOLUTIONS LLC		01/08/2020		
ANALGESIC SOLUTIONS LLC MEDAVANTE-PROPHASE, INC.		01/08/2020		

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7499866
Patent Number:	8015028
Patent Number:	D781917
Patent Number:	D826988
Application Number:	15656924
Application Number:	14429623
Application Number:	15304461
Application Number:	16680898
Application Number:	62923989
Application Number:	62926824

CORRESPONDENCE DATA

Fax Number:

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:800-494-5225Email:ipteam@cogencyglobal.comCorrespondent Name:STEWART WALSHAddress Line 1:1025 VERMONT AVE NW, STE 1130Address Line 2:COGENCY GLOBAL INC.

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PATENT REEL: 051504 FRAME: 0849

Address Line 4: WAS	HINGTON, D.C. 20005			
ATTORNEY DOCKET NUMBER:	1172451 PAT			
NAME OF SUBMITTER:	JONATHAN LARSON			
SIGNATURE:	/Jonathan Larson/			
DATE SIGNED:	01/08/2020			
Total Attachments: 7				
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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "**Patent Security Agreement**"), dated as of January 8, 2020, is made by ThreeWire, Inc., a Minnesota corporation, MedAvante-Prophase, Inc. a Delaware corporation and Analgesic Solutions LLC, a Delaware corporation (the "**Grantors**" and each, a "**Grantor**"), in favor of Barclays Bank PLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of January 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each such Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

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

I. <u>TERMS</u>. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN OR GIVEN BY REFERENCE IN THE SECURITY AGREEMENT.

II. GRANT OF SECURITY. AS SECURITY FOR THE PAYMENT OR PERFORMANCE, AS THE CASE MAY BE, IN FULL OF THE SECURED OBLIGATIONS, EACH GRANTOR HEREBY GRANTS TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, A SECURITY INTEREST (THE "SECURITY INTEREST") IN ALL OF EACH SUCH GRANTOR'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THE PATENTS AND PATENT APPLICATIONS SET FORTH ON SCHEDULE A ATTACHED HERETO, TOGETHER WITH (A) ALL REISSUES, REEXAMINATIONS, DIVISIONS, CONTINUATIONS, RENEWALS, **EXTENSIONS AND CONTINUATIONS-IN-PART THEREOF, (B) ALL INVENTIONS** OR DESIGNS CLAIMED THEREIN, (C) ALL INCOME, FEES, ROYALTIES, DAMAGES, CLAIMS AND PAYMENTS NOW OR HEREAFTER DUE AND/OR PAYABLE WITH RESPECT THERETO, INCLUDING DAMAGES AND PAYMENTS FOR PAST, PRESENT OR FUTURE INFRINGEMENTS THEREOF, (D) THE RIGHT TO SUE FOR PAST, PRESENT AND FUTURE INFRINGEMENTS THEREOF, AND (E) ALL OTHER RIGHTS OF ANY KIND ACCRUING THEREUNDER OR PERTAINING THERETO THROUGHOUT THE WORLD (THE "PATENT COLLATERAL"); PROVIDED THAT "PATENT COLLATERAL" SHALL NOT INCLUDE AND THE SECURITY INTEREST SHALL NOT ATTACH TO ANY EXCLUDED ASSETS AS **PROVIDED UNDER THE SECURITY AGREEMENT.**

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III. <u>RECORDATION</u>. EACH GRANTOR AUTHORIZES AND REQUESTS THAT THE COMMISSIONER FOR PATENTS RECORD THIS PATENT SECURITY AGREEMENT WITH THE U.S. PATENT AND TRADEMARK OFFICE.

IV. <u>EXECUTION IN COUNTERPARTS</u>. THIS PATENT SECURITY AGREEMENT 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. DELIVERY OF AN EXECUTED SIGNATURE PAGE TO THIS PATENT SECURITY AGREEMENT BY FACSIMILE OR ELECTRONIC (INCLUDING .PDF OR .TIF FILE) TRANSMISSION SHALL BE AS EFFECTIVE AS DELIVERY OF A MANUALLY SIGNED COUNTERPART OF THIS PATENT SECURITY AGREEMENT.

V. <u>SECURITY AGREEMENT</u>. THIS PATENT SECURITY AGREEMENT 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 PATENT 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. IN THE EVENT THAT ANY PROVISION OF THIS PATENT SECURITY AGREEMENT IS DEEMED TO CONFLICT WITH THE SECURITY AGREEMENT, THE PROVISIONS OF THE SECURITY AGREEMENT SHALL CONTROL.

GOVERNING LAW. THIS PATENT SECURITY AGREEMENT AND THE VI. RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL **OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF** PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

VII. INTERCREDITOR AGREEMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY

APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

By:

THREEWIRE, INC. MEDAVANTE-PROPHASE, INC. ANALGESIC SOLUTIONS LLC

(m Name: Laurie Jackson

Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMEN]

PATENT REEL: 051504 FRAME: 0854 Accepted and Agreed:

BARCLAYS BANK PLC, as Collateral Agent By: Ronnie Glenn Director

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

PATENT REEL: 051504 FRAME: 0855

SCHEDULE A

Title	Application No.	Filing Date	Patent / Publication No.	Issue / Publication Date	Status	Owner
Method for direct-to-patient marketing and clinical trials recruitment with outcomes tracking and method for confidential appointment booking	US10440594A	5/19/2003	US7499866B2	3/3/2009	Issued	THREEWIRE INC.
Method for direct-to-patient marketing and clinical trials recruitment with outcomes tracking and method for confidential appointment booking	US12392075A	2/24/2009	US8015028B2	9/6/2011	Issued	THREEWIRE INC
Display screen with icon	US29542542F	10/15/2015	USD781917S1	3/21/2017	Issued	THREEWIRE INC.
Display screen and image icons	US29597201F	3/15/2007	USD826988S1	8/28/2018	Issued	THREEWIRE INC.
System for guiding clinical decisions using improved processing of data collected during a clinical trial	US15656924A	7/21/2017	US2018002513 3	1/25/2018	Pending	MEDAVANTE- PROPHASE, INC.
Training methods for improved assaying of pain in clinical trial subjects	US14429623A	3/19/2015	US2015024884 3A1	9/3/2015	Pending	ANALGESIC SOLUTIONS LLC

Title	Application No.	Filing Date	Patent / Publication No.	Issue / Publication Date	Status	Owner
Training methods for improved assaying of clinical symptoms in clinical trial subjects	U\$15304461A	10/14/2016	US2017003988 0A1	2/9/2017	Pending	ANALGESIC SOLUTIONS LLC
Systems and Methods for Visualizing Clinical Trial Site Performance	US16680898	11/12/2019	N/A	N/A	Pending	ANALGESIC SOLUTIONS LLC
Systems and Methods for Visualizing Clinical Trial Site	62/923,989	10/21/2019	N/A	N/A	Pending	ANALGESIC SOLUTIONS LLC
Development and Evaluation of a Performance Issues Classification System (PICS) for Clinical Trials	62/926,824	10/28/2019	N/A	N/A	Pending	ANALGESIC SOLUTIONS LLC

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RECORDED: 01/08/2020