

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5938031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TRIALCARD INCORPORATED	01/30/2020
RECEIVING PARTY DATA	
Name:	OWL ROCK CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	399 PARK AVE., 38TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14265118
Application Number:	14831701
Application Number:	15072702
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<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:	6175269628
Email:	cslattery@proskauer.com
Correspondent Name:	CHRISTINE SLATTERY
Address Line 1:	PROSKAUER ROSE LLP
Address Line 2:	ONE INTERNATIONAL PLACE, 23RD FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	56013 / 010
NAME OF SUBMITTER:	CHRISTINE SLATTERY
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	01/30/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this “**Agreement**”) is entered into as of January 30, 2020 among TRIALCARD INCORPORATED (“**Grantor**”) and OWL ROCK CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (as defined in the Credit Agreement) (together with its successors and assigns in such capacity, “**Collateral Agent**”).

W I N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), by and among TIMBER MERGER SUB LLC, a Delaware limited liability company (“**Initial Borrower**”), immediately upon consummation of the Acquisition (as defined in the Credit Agreement), TC HOLDINGS, LLC, a Delaware limited liability company (“**TCH**”) TCH GROUP, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Guarantors (as defined in the Credit Agreement) from time to time party thereto, any Co-Borrower (as defined in the Credit Agreement) or Joining Borrower (as defined in the Credit Agreement) from time to time party thereto, the Lenders (as defined in the Credit Agreement) from time to time party thereto, and OWL ROCK CAPITAL CORPORATION, as administrative agent and as collateral agent (in such capacity, together with its successors and assigns, “**Administrative Agent**” and “**Collateral Agent**”), Lenders have agreed to make Loans (as defined therein) to Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure payment and performance of all Secured Obligations, subject to Section 3 below, Grantor hereby grants to Collateral Agent, for itself and the benefit of the Secured Parties, a continuing security interest in, a lien upon, and right of set off against, all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or existing, and wherever located (collectively, the “**Patent Collateral**”):

(a) all of Grantor's letters patent of the United States or the equivalent thereof in any other country, and all applications for letters patent of the United States or the equivalent thereof in any other country, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, continuations, divisions, continuations-in-part 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; and

(c) all products and proceeds of the foregoing, in any form.

3. SECURITY FOR OBLIGATIONS. Notwithstanding anything to the contrary herein, the Patent Collateral shall not include any Excluded Property.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Credit Agreement control.

5. MISCELLANEOUS. The terms and provisions of Sections **1.03** (*Terms Generally*), **1.05** (*Resolution of Drafting Ambiguities*), **10.01** (*Notices*), **10.02** (*Waivers; Amendment; Extended Loans*), **10.03** (*Expenses; Indemnity; Damage Waiver*), **10.04** (*Successors and Assigns*), **10.05** (*Survival of Agreement*), **10.06** (*Counterparts; Integration; Effectiveness*), **10.07** (*Severability*), **10.09(a)** (*Governing Law*), **10.09(b)** (*SUBMISSION TO JURISDICTION*), **10.10** (*WAIVER OF JURY TRIAL*), and **10.11** (*Headings*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Collateral Agent have executed this Agreement as of the day and year first above written.

TRIALCARD INCORPORATED,
as Grantor


By: 

Name: Mark Bouck

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Name: Alexis Maged
Title: Authorized Signatory

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

REGISTERED PATENTS

None.

PATENT APPLICATIONS

COUNTRY	TITLE	FILING DATE	APPLICATION #
United States	MULTIPLE COMPUTER SERVER SYSTEM FOR ORGANIZING HEALTHCARE INFORMATION	Apr 29, 2014	14/265,118
United States	MULTIPLE COMPUTER SERVER SYSTEM FOR ORGANIZING HEALTHCARE INFORMATION	Aug 20, 2015	14/831,701
United States	DRUG FORMULARY DOCUMENT PARSING AND COMPARISON SYSTEM AND METHOD	Mar 17, 2016	15/072,702

LICENSES

None.