

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6053408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HEALTHEDGE SOFTWARE, INC.	04/09/2020
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09833097
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:	2129061209
Email:	jessica.bajada-silva@lw.com
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. BAJADA-SILVA
Address Line 1:	885 THIRD AVE
Address Line 4:	NEW YORK CITY, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	040896-0135
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	04/09/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT Patent Security Agreement, dated as of April 9, 2020, by HealthEdge Software, Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of April 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral 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 in Patent Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in or to all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) All issued and applied for Patents of such Grantor, including those listed on Schedule I attached hereto;
- (b) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto including damages and payments for past, present or future infringements or other violations thereof;
- (c) all rights to sue for past, present and future infringements or other violations thereof; and
- (d) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

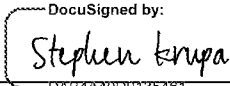
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Patent Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Patent Security Agreement.

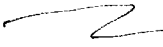
SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Patent Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Patent Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

HEALTHEDGE SOFTWARE, INC.

By:  DocuSigned by:
Name: Stephen Krupa
Title: Chief Executive Officer

ARES CAPITAL CORPORATION, as Collateral
Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

Schedule I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Owner	Title	Application #	Filing Date	Patent #	Issue Date
HealthEdge Software Inc.	CLAIM PROCESSING	09/833097	4/10/2001	7356460	4/8/2008