

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6337457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SENTRY DATA SYSTEMS, INC.	10/06/2020
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	10720234
Patent Number:	10102926
Application Number:	15601666
Application Number:	14867994
Application Number:	14876437
Application Number:	14996994
Application Number:	14997000
Application Number:	16117757
CORRESPONDENCE DATA	
Fax Number:	
<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:	312-577-8574
Email:	humberto.aquino@katten.com
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN
Address Line 1:	525 WEST MONROE STREET
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	392127-00009
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/

DATE SIGNED:	10/06/2020
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Total Attachments: 6

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Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of October 6, 2020 (this "Security Agreement"), is made by Sentry Data Systems, Inc., a Florida corporation (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, SDS Intermediate, Inc., a Delaware corporation ("Holdings") and Sentry Data Systems, Inc., a Florida corporation (the "Borrower") have entered into that certain Credit Agreement dated as of October 6, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower's Restricted Subsidiaries have entered into that certain Guaranty and Security Agreement dated as of October 6, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Term**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Patent Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all of the following property:

issued patents owned by, and all patent applications owned by, such Grantor, including, without limitation, the patents and patent applications referred to in Schedule I hereto (whether established or registered or recorded in the United States, any State thereof or any other country or any political subdivision thereof and, in each case, owned by such Grantor), now existing or hereafter acquired by such Grantor, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any patents, and (ii) reissues, re-examinations, divisionals, continuations, extensions and continuations-in-part thereof, and rights to obtain any of the foregoing, and all rights to sue or otherwise recover for any past, present and future infringement, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties,

income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto (the "Patent Collateral").

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Patent Collateral granted herein.

Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SENTRY DATA SYSTEMS, INC.

By: 

Name: Ronald Linares

Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 053987 FRAME: 0914

Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: 
Name: Steven Schlusser
Title: Authorized Signatory

By: 
Name: Patrick Duggan
Title: Authorized Signatory

SCHEDULE I

PATENTS

I. PATENTS

Title	Country	Application No.	Application Date	Patent No.	Patent Date	Owner
Account reconciliation based on dispensing medication under a drug discount program	U.S.	14559556	12/3/14	10720234	7/21/20	Sentry Data Systems, Inc.
Detecting, analyzing and impacting improvement opportunities related to total cost of care, clinical quality and revenue integrity	U.S.	14882928	10/14/15	10102926	10/16/18	Sentry Data Systems, Inc.

II. PATENT APPLICATIONS

Title	Country	Application No.	Application Date	Patent No.	Patent Date	Owner
SYSTEM AND METHOD TO DETERMINE PRESCRIPTION DRUG BENEFIT ELIGIBILITY FROM ELECTRONIC PRESCRIPTION DATA STREAMS	U.S.	15601666	5/22/17	N/A	N/A	Sentry Data Systems, Inc.
AUTOMATED COMPARATIVE HEALTHCARE, FINANCIAL, OPERATIONAL, AND QUALITY OUTCOMES AND PERFORMANCE BENCHMARKING	U.S.	14867994	9/28/2015	N/A	N/A	Sentry Data Systems, Inc.
COLLECTION, ARRANGEMENT, LINKAGE AND ALLOCATION OF LONGITUDINAL COST, REIMBURSEMENT AND CLINICAL DATA AT THE PATIENT	U.S.	14876437	10/6/2015	N/A	N/A	Sentry Data Systems, Inc.

Title	Country	Application No.	Application Date	Patent No.	Patent Date	Owner
ENCOUNTER LEVEL						
MULTI-FURCATED ALLOCATION SYSTEM	U.S.	14996994	1/15/2016	N/A	N/A	Sentry Data Systems, Inc.
ELIGIBILITY VERIFICATION AGAINST LONGITUDINAL PATIENT RECORDS	U.S.	14997000	1/15/2016	N/A	N/A	Sentry Data Systems, Inc.
DETECTING, ANALYZING AND IMPACTING IMPROVEMENT OPPORTUNITIES RELATED TO TOTAL COST OF CARE, CLINICAL QUALITY AND REVENUE INTEGRITY	U.S.	16117757	8/30/2018	N/A	N/A	Sentry Data Systems, Inc.