

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6382735

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	506304624
CONVEYING PARTY DATA	
Name	Execution Date
SURGICAL INFORMATION SYSTEMS, LLC	10/15/2020
RECEIVING PARTY DATA	
Name:	AB PRIVATE CREDIT INVESTORS LLC
Street Address:	500 W 5TH STREET
Internal Address:	SUITE 1100
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8224666
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:	704-444-1000
Email:	Kristen.Mims@alston.com
Correspondent Name:	ALSTON & BIRD LLP
Address Line 1:	BANK OF AMERICA PLAZA
Address Line 2:	101 SOUTH TRYON STREET, SUITE 4000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000
ATTORNEY DOCKET NUMBER:	064637/695206
NAME OF SUBMITTER:	LAUREN R. TIMMONS
SIGNATURE:	/Lauren R. Timmons/
DATE SIGNED:	11/03/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of October 15, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (a) **SIS Purchaser, Inc.**, a Delaware corporation (as “Company” prior to the consummation of the Acquisition, and thereafter, “Holdings”), (b) from and after consummation of the Acquisition, (i) **SIS Holding Corp.**, a Delaware corporation (following the consummation of the Acquisition, the “Company”), and (ii) certain Subsidiaries of the Company party thereto from time to time, as Guarantors, (c) the Lenders party thereto from time to time, and (d) **AB Private Credit Investors LLC**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have made or severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of the date hereof, executed by the Grantors and certain other Grantors (as defined therein) in favor of the Collateral Agent (and it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to the Company under the Credit Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each 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, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor, in each case, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Patent Collateral”):

- (a) all of its Patents, including, without limitation, those referred to on Annex A attached hereto;
- (b) all reissues, continuations, extensions, modifications or renewals of and improvements on the foregoing; and

(c) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Patent Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patent Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon the Company's request, Collateral Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

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

SURGICAL INFORMATION SYSTEMS, LLC,
as Grantor

By: 
Name: John Spiller
Title: Chief Financial Officer

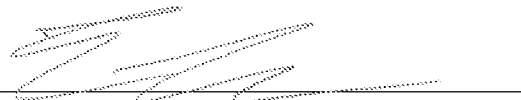
[Signature Page to Patent Security Agreement]

PATENT
REEL: 054299 FRAME: 0434

ACCEPTED AND AGREED

as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 

Name: Evan Cohen

Title: Managing Director

ANNEX A

Patents/Patent Applications

Issued Patents

1. U.S. Patent 8,224,666 (entitled “Rules based medical charging system”), granted on July 17, 2012 and owned by Surgical Information Systems, LLC.

Patent Applications

None.