506366554 11/20/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6413310

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
COGNOSANTE HOLDINGS, LLC	10/29/2020

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS LENDER
Street Address:	TWO BETHESDA METRO CENTER
Internal Address:	SUITE 600
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	10812450
Application Number:	16884797

CORRESPONDENCE DATA

Fax Number: (704)331-1159

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: 7043311000

Email: PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 100 NORTH TRYON STREET

Address Line 2: SUITE 4700, ATTN: IP DEPARTMENT CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	043762.000012
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	11/20/2020

Total Attachments: 5

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PATENT REEL: 054486 FRAME: 0722

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 29, 2020, is made by each of the entities listed on the signature pages hereof (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Capital One, National Association (the "<u>Lender</u>"), on behalf of itself and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 29, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the "<u>Credit Agreement</u>"), by and among Cognosante Holdings, LLC, a Delaware limited liability company (the "<u>Borrower</u>") and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Collateral Agreement of even date herewith in favor of Lender (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), to guarantee the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Collateral Agreement 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 Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Lender as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Collateral 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 mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):
- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
- (c) all income, royalties, proceeds, claims and actions at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- <u>Section 3.</u> <u>Guaranty and Collateral Agreement.</u> The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Collateral Agreement and each Grantor hereby

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acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral 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 Patents and IP Licenses subject to a security interest hereunder.

<u>Section 5.</u> <u>Counterparts.</u> This Patent Security 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.

<u>Section 6.</u> <u>Governing Law.</u> This Patent Security Agreement and the rights and obligations of the party hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

COGNOSANTE HOLDINGS, LLC IP SECURITY AGREEMENT - PATENT

IN WITNESS WHEREOF, each 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.

COGNOSANTE HOLDINGS, LLC, a Delaware limited liability company, as Grantor

By:		
Name:		
Title:		

ACCEPTED AND AGREED AS OF THE DATE FIRST ABOVE WRITTEN:

CAPITAL ONE, NATIONAL ASSOCIATION, as Lender

Name: Joseph C. Costa Title: Managing Director

SCHEDULE I TO PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Patent No.	Issue Date
PROTECTING THE INTEGRITY AND PRIVACY OF	10812450	10/20/2020
DATA SHARED OVER A REMOTE CONNECTION		
FROM RISKS IN THE REMOTE ENVIRONMENT		

2. PATENT APPLICATIONS

Title	Appl. No.	Filing Date
PROTECTING THE INTEGRITY AND PRIVACY OF	16884797	05/27/2020
DATA SHARED OVER A REMOTE CONNECTION	20200287870	
FROM RISKS IN THE REMOTE ENVIRONMENT		

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RECORDED: 11/20/2020