

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6464443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
INFINITE SOFTWARE SOLUTIONS, INC.	12/22/2020
PROVATION SOFTWARE, INC.	12/22/2020
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS SECOND LIEN COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7840416
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:	212-318-6000
Email:	alanagramer@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	200 PARK AVENUE
Address Line 2:	PAUL HASTINGS LLP
Address Line 4:	NEW YORK, NEW MEXICO 10166
ATTORNEY DOCKET NUMBER:	1306849
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	12/22/2020
Total Attachments: 7	
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 22, 2020, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Credit Suisse AG, Cayman Islands Branch., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ProVation Software Group, Inc., a Delaware corporation (the “Borrower”), ProVation Software Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), have entered into the Second Lien Credit Agreement, dated as of December 22, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of December 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security, for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as,

the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc.

1. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

2. EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

3. Sections 10.15 (b) (*Submission to Jurisdiction*), 10.15(c) (*Waiver of Venue*), and 10.16 (*Service of Process*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement), in the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.11 of the Credit Agreement) and this IP Security Agreement, the provisions of such intercreditor agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PROVATION SOFTWARE, INC.,
a Delaware corporation,
as Grantor

By: 
Name: Thomas J. Monteleone
Title: Chief Financial Officer

INFINITE SOFTWARE SOLUTIONS, INC.,
a New York corporation,
as Grantor

By: 
Name: Thomas J. Monteleone
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as the Collateral Agent**

By: _____

Name: Judith E. Smith
Title: Authorized Signatory

By: _____

Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE A

PATENTS, TRADEMARKS AND COPYRIGHTS

U.S. Trademarks

#	Trademark	App. Date	App. No.	Reg. Date	Reg. No.	Status	Owner/Next Action
1.	ANTICIPATORY INTERFACE	04/08/2002	76,392,965	07/22/2003	2,739,838	Registered	Pro Vation Software, Inc., formerly known as Pro Vation Medical, Inc.
2.	PROVATION	09/05/2000	76,122,303	07/23/2002	2,599,018	Registered	Pro Vation Software, Inc., formerly known as Pro Vation Medical, Inc.
3.	PROVATION	11/13/2018	88192495	03/10/2020	6008904	Registered	Pro Vation Software, Inc., formerly known as Pro Vation Medical, Inc.
4.	V	11/13/2018	88192508	04/07/2020	6030166	Registered	Pro Vation Software, Inc., formerly known as Pro Vation Medical, Inc.

U.S. Patent

#	Title	Filing/Issue Date	Appl./Patent No.	Status	Owner/Comments
1.	NATURALLY EXPRESSED MEDICAL PROCEDURE DESCRIPTIONS GENERATED VIA SYNCHRONIZED DIAGRAMS AND MENUS	12/23/2003 / 11/23/2010	10/745759 / 7,840,416	Patented	Pro Vation Software, Inc., formerly known as Pro Vation Medical, Inc.
2.	NATURALLY EXPRESSED MEDICAL PROCEDURE DESCRIPTIONS GENERATED VIA SYNCHRONIZED DIAGRAMS AND MENUS	04/27/2010 / N/A	2010767898 / N/A	Pending	Pro Vation Software, Inc., formerly known as Pro Vation Medical, Inc.

U.S. Registered Copyrights

#	Title	Registration Number	Registration Date	Claimant
1.	APEX, VERSION 1.0.	TX00008710791	11/8/2018	ProVation Software, Inc., formerly known as ProVation Medical, Inc.
2.	MD-REPORTS for cardiology : version 1.0.	TXu0000953198	05/17/2000	Infinite Software Solutions, Inc.
3.	RAD.	TXu0000568717	01/08/1993	Infinite Software Solutions, Inc.
4.	FLOWSIM.C.	TXu0000542181	07/20/1992	Infinite Software Solutions, Inc.
5.	FLOW.PR.G : FLOODNET MODEL PRE-PROCESSOR APPLICATION.	TXu0000534919	07/20/1992	Infinite Software Solutions, Inc.

PATENT

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RECORDED: 12/22/2020