

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6603650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WELLSKY CORPORATION	03/10/2021
WELLSKY HUMAN & SOCIAL SERVICES CORPORATION	03/10/2021
WELL SKY HOME HEALTH & HOSPICE CORPORATION	03/10/2021
CLEARCARE, INC.	03/10/2021
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	GATEWAY VILLAGE-900 BUILDING
Internal Address:	NC1-026-06-09 (MACLEGAL), 900 W TRADE ST
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	7926030
Patent Number:	8752014
Patent Number:	9471749
Patent Number:	10438149
Patent Number:	9824334
Application Number:	16102559
Application Number:	16536588
Application Number:	16386002
Application Number:	16272037
Application Number:	62769220
Application Number:	62841591
Application Number:	62901167
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>	

PATENT

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: STEWART WALSH
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1340940 PAT IPSA
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NAME OF SUBMITTER:	SONYA JACKMAN
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SIGNATURE:	/Sonya Jackman/
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DATE SIGNED:	03/16/2021
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Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is entered into as of March 10, 2021, by and among WellSky Corporation, a New York corporation, WellSky Human & Social Services Corporation, a Delaware corporation, WellSky Home Health & Hospice Corporation, a Delaware corporation and ClearCare, Inc., a Delaware corporation (each, a “Grantor” and, collectively, the “Grantors”) and Bank of America, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to a First Lien Pledge and Security Agreement, dated as of March 10, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and 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 Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees 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 itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under: (a) all Patents owned by or exclusively licensed to such Grantor, including but not limited to the Patents listed on Schedule I attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, provisionals, extensions, substitutions, renewals and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions, discoveries, designs and improvements described and claimed therein; (e) all rights to sue for past, present and future infringements thereof; and (f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Patent Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Patent Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. 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 should not be deemed to grant a broader security interest in the Patent Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms 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 Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Patent Security Agreement.

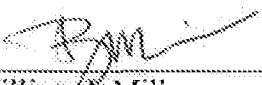
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Patent Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

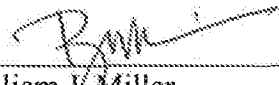
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IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

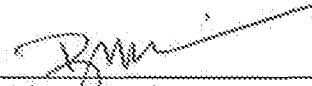
WELLSKY CORPORATION

By: 
Name: William J. Miller
Title: President and Chief Executive
Officer, Chairman

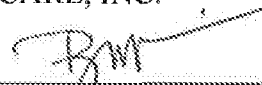
WELLSKY HUMAN & SOCIAL
SERVICES CORPORATION

By: 
Name: William J. Miller
Title: President

WELLSKY HOME HEALTH & HOSPICE
CORPORATION

By: 
Name: William J. Miller
Title: President

CLEARCARE, INC.

By: 
Name: William J. Miller
Title: President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

A handwritten signature in cursive script, appearing to read "Bridgett J. Manduk Mowry", written in dark ink on a light background.

By: _____

Name: Bridgett J. Manduk Mowry

Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS:

Title	Application No.	Patent No.	Owner
CONFIGURABLE SOFTWARE APPLICATION	11/540,509	7,926,030	WellSky Human & Social Services Corporation
CONFIGURABLE SOFTWARE APPLICATION	13/038,965	8,752,014	WellSky Human & Social Services Corporation
Healthcare Verification System and Method (VisitVerify)	14/205,257	9,471,749	WellSky Home Health & Hospice Corporation
Healthcare Verification System and Method	15/272,325	10,438,149	WellSky Home Health & Hospice Corporation
SYSTEM FOR UPDATING A CALENDAR OR TASK STATUS IN HOME CARE SCHEDULING VIA TELEPHONY	13/180,447	9,824,334	ClearCare, Inc.

Non-Provisional Applications:

<u>PL W Ref.</u>	<u>Type</u>	<u>Applicati on No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Priority Claim</u>	<u>Assignme nt Status</u>	<u>Gener al Status</u>	<u>Response Deadline</u>
0753 5 US	Utilit y	16/102,559	8/13/2018	Machine Learning System and Method for Predicting Caregiver Attrition	PR 62/558,342 PR 62/545,350	Assigned to ClearCare, Inc. 1/10/2019 Reel/Fram e 047956/0667	Filed	Awaiting first examiner action.

<u>PLW Ref.</u>	<u>Type</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Priority Claim</u>	<u>Assignment Status</u>	<u>General Status</u>	<u>Response Deadline</u>
07662 US	Utility	16/536,588	8/9/2019	Automatic In-Home Senior Care System Augmented with Internet of Things Technologies	PR 62/717,650 CIP 16/386,002 CIP16/272,037 PR 62/769,220 PR 62/726,883	Assigned to ClearCare, Inc. 8/19/2019 Reel/Fram e 050088/0464	Filed	Awaiting first examiner action.
07850 US	Utility	16/386,002	4/16/2019	Loneliness Detection and Monitoring System	PR 62/726,883 PR 62/769,220	Assigned to ClearCare, Inc. 8/19/2019 Reel/Fram e 050090/0246	Filed	Awaiting first examiner action. No international filing per client instruction.
07894 US	Utility	16/272,037	2/11/2019	Conversation Facilitation System for Mitigating Loneliness	PR 62/726,883 PR 62/769,220	Assigned to ClearCare, Inc. 8/19/2019 Reel/Fram e 050090/0282	Filed	Awaiting first examiner action. No international filing per client instruction.

Provisional Applications

<u>PLW Ref.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Assignment Status</u>	<u>General Status</u>
07659 PR	62/769,220	11/19/2018	Senior Care Socialization and Monitoring System	Assigned to ClearCare, Inc. 1/25/2019	Deadline to file utility and/or foreign applications is

<u>PLW Ref.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Assignment Status</u>	<u>General Status</u>
				Reel/Frame 048139/0331	11/19/2019.
08049 PR	62/841,591	5/1/2019	Automatic Change in Condition Monitoring and Alerting by Passive Audio Processing and Machine Learning	Assigned to ClearCare, Inc. 8/19/2019 Reel/Frame 050090/0647	Deadline to file utility and/or foreign applications is 5/1/2020
08379 PR	62/901,167	9/16/2019	Conversation Facilitation System for Mitigating Loneliness	Assigned to ClearCare, Inc. 10/18/2019 Reel/Frame 050763/0269	Deadline to file utility and/or foreign applications is 9/16/2020