

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6653403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
H&R ACCOUNTS, INC.	03/29/2021
RECEIVING PARTY DATA	
Name:	CANTOR FITZGERALD SECURITIES, AS COLLATERAL AGENT
Street Address:	110 EAST 59TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16502351
CORRESPONDENCE DATA	
Fax Number:	(312)827-8185
<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:	312-781-6013
Email:	citrademarks@klgates.com, valerie.swanson@klgates.com, kate.starshak@klgates.com
Correspondent Name:	KATE STARSHAK C/O K&L GATES LLP
Address Line 1:	P.O. BOX 1135
Address Line 4:	CHICAGO, ILLINOIS 60690-1135
NAME OF SUBMITTER:	MATTHEW S. DICKE
SIGNATURE:	/Matthew S. Dicke/
DATE SIGNED:	04/13/2021
Total Attachments: 5	
source=Executed - Second Lien Patent Security Agreement#page1.tif	
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR THE LENDERS HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 7, 2020 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG CIT BANK, N.A., AS THE FIRST LIEN AGENT, AND CANTOR FITZGERALD SECURITIES, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 29, 2021, is made by H & R Accounts, Inc., an Illinois corporation (“Grantor”), in favor of CANTOR FITZGERALD SECURITIES (“Cantor”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit and Guaranty Agreement, dated as of February 7, 2020 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PMAB, LLC, a North Carolina limited liability company (“PMAB”), RMP ACQUISITION INC., a Delaware corporation (“RMP AcquisitionCo”; RMP AcquisitionCo, together with PMAB and each other Person joined thereto as a Borrower from time to time in accordance with the terms thereof, each a “Borrower” and together, the “Borrowers”), the Guarantors from time to time party thereto, the Lenders from time to time party thereto and Cantor, as Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Second Lien Security and Pledge Agreement dated as of February 7, 2020, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security and Pledge Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Security and Pledge Agreement pursuant to which Grantor is 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 to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, 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 Credit Agreement or in Security and Pledge Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, to secure the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby grants to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in any and all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities 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.

Section 3. Security and Pledge Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security and Pledge Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent, on behalf of the Secured Parties, with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement. In the event of any conflict or inconsistency between the Security and Pledge Agreement and this Patent Security Agreement, the applicable terms and provisions of the Security and Pledge Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder; provided, for the avoidance of doubt, the taking of such actions shall be determined by Grantor in its reasonable business judgment.

Section 5. Counterparts. 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.

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

Section 7. Release. Upon the consummation of any disposition of Patent Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Patent 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 Grantor, provide evidence of such termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Grantor's request, the Collateral Agent will promptly, at the sole expense of Grantor, 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 Grantor to evidence such termination and release.

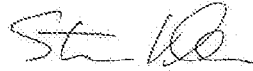
Section 8. Concerning the Collateral Agent. Cantor Fitzgerald Securities is acting under this Patent Security Agreement solely in its capacity as Collateral Agent under the Credit Agreement and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Credit Agreement, as if such rights, privileges and immunities were set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

Very truly yours,

H & R ACCOUNTS, INC.,
as Grantor



By: _____

Name: Steve Villa

Title: Chief Operating Officer

[SIGNATURE PAGE TO SECOND LIEN PATENT SECURITY AGREEMENT]

PATENT
REEL: 055902 FRAME: 0492

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations and Applications

Patent Title	Application Number	Application Date	Patent Number	Patent Date	Status
Device application, system and method for billing statements	16/502,351	07/03/2019	N/A	N/A	Pending