

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7083952

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
HVH PRECISION ANALYTICS LLC	12/16/2021

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	11145419
Application Number:	17197704
Application Number:	15719047
Application Number:	15878179
Application Number:	15724480
Application Number:	17197840
Application Number:	16681475
Application Number:	16722747
Application Number:	62783155

CORRESPONDENCE DATA**Fax Number:**

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: JOANNA MCCALL
Address Line 1: 1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1553004 2L
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PATENT

NAME OF SUBMITTER:	ANNA MARCUS
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	12/20/2021
Total Attachments: 6 source=2L Patent Agreement#page2.tif source=2L Patent Agreement#page3.tif source=2L Patent Agreement#page4.tif source=2L Patent Agreement#page5.tif source=2L Patent Agreement#page6.tif source=2L Patent Agreement#page7.tif	

This Agreement is subject to the terms of the Second Lien Intercreditor Agreement dated December 16, 2021 among KeyBank National Association, as Representative for the First Lien Credit Agreement Secured Parties, for itself and the First Lien Credit Agreement Secured Parties, Jefferies Finance LLC, as Representative for the Second Lien Credit Agreement Secured Parties, for itself and the Second Lien Credit Agreement Secured Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof and acknowledged by LSCS Holdings, Inc., as the Parent Borrower, and the other Grantors referred to therein, as amended, modified or supplemented from time to time.

Second Lien Patent Security Agreement

SECOND LIEN PATENT SECURITY AGREEMENT dated as of December 16, 2021 (this “Agreement”), among HVH PRECISION ANALYTICS LLC, a Delaware limited liability company (the “Grantor”) and JEFFERIES FINANCE LLC, as Collateral Agent (the “Collateral Agent”).

WHEREAS, LSCS HOLDINGS, INC. (the “Parent Borrower”), WS LSCS INTERMEDIATE HOLDINGS, LLC (“Holdings”), the LENDERS from time to time party thereto, JEFFERIES FINANCE LLC, as Administrative Agent (together with its successors and assigns, the “Administrative Agent”) and Collateral Agent, and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement dated as of December 16, 2021 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Second Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”) dated as of December 16, 2021, among the Parent Borrower, Holdings, the Subsidiary Parties named therein and Jefferies Finance LLC, as Collateral Agent (together with its successors and assigns, the “Collateral Agent”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor,

pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (the "USPTO") or any similar offices in any other country, including those registrations, recordings and pending applications in the USPTO owned by the Grantor and listed on Schedule I, and

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, together with

(c) any and all (i) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (ii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (iii) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the USPTO record this Agreement.


SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Any signature to this Agreement may be delivered by facsimile, electronic transmission (e.g., “pdf” or “.tif”) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HVH Precision Analytics LLC,
as Grantor

By: 

Name: Daniel Agroskin
Title: Vice President

JEFFERIES FINANCE LLC,
as Collateral Agent

By:  _____

Name: Brian Buoye

Title: Managing Director

Schedule I

United States Patents and Pending Patent Applications

Title	Record Owner	Patent or Application No.
Machine-Learning Based Query Construction and Pattern Identification	HVH Precision Analytics LLC	11,145,419
Machine-Learning Based Query Construction and Pattern Identification	HVH Precision Analytics LLC	17/197,704
Machine-Learning Based Query Construction and Pattern Identification for Amyotrophic Lateral Sclerosis	HVH Precision Analytics LLC	15/719,047
Machine-Learning Based Query Construction and Pattern Identification for Amyotrophic Lateral Sclerosis	HVH Precision Analytics LLC	15/878,179
Machine-Learning Based Query Construction and Pattern Identification for Hereditary Angioedema	HVH Precision Analytics LLC	15/724,480
Machine-Learning Based Query Construction and Pattern Identification for Hereditary Angioedema	HVH Precision Analytics LLC	17/197,840
Adherence Monitoring Through Machine Learning and Computing Model Application	HVH Precision Analytics LLC	16/681,475
Implementation of Machine-Learning Based Query Construction and Pattern Identification Through Visualization in User Interfaces	HVH Precision Analytics LLC	16/722,747
Implementation of Machine-Learning Based Query Construction and Pattern Identification Through Visualization in User Interfaces	HVH Precision Analytics LLC	62/783,155