# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7325624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Execution Date
INTELLIGENT MEDICAL OBJECTS, INC.	05/11/2022

## **RECEIVING PARTY DATA**

Name:	ALTER DOMUS (US) LLC
Street Address:	225 W. WASHINGTON STREET
Internal Address:	9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

### **PROPERTY NUMBERS Total: 30**

Property Type	Number
Patent Number:	10909176
Patent Number:	11322230
Patent Number:	9135318
Patent Number:	10885148
Patent Number:	10878010
Patent Number:	10223759
Patent Number:	9594872
Patent Number:	6904432
Patent Number:	7167858
Patent Number:	7536387
Patent Number:	7693917
Patent Number:	8554742
Patent Number:	8589400
Patent Number:	8612448
Patent Number:	8751501
Patent Number:	8984017
Patent Number:	9418150
Application Number:	14530727
Application Number:	14598076

PATENT REEL: 059895 FRAME: 0569

507278703

Property Type	Number
Application Number:	14444163
Application Number:	15006635
Application Number:	15236834
Application Number:	15337923
Application Number:	15618352
Application Number:	16115271
Application Number:	16181072
Application Number:	16803999
Application Number:	17200446
Application Number:	17692054
Application Number:	15078806

#### **CORRESPONDENCE DATA**

**Fax Number:** (312)862-2200

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:** 312.862-2208

Email: rob.soneson@kirkland.com

Correspondent Name: ROB SONESON
Address Line 1: 300 NORTH LASALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36772-292
NAME OF SUBMITTER:	ROB SONESON
SIGNATURE:	/Rob Soneson/
DATE SIGNED:	05/11/2022

#### **Total Attachments: 8**

source=Patent Security Agreement - Project Iconic - Executed (05-11-22)\_(86365303\_1)#page1.tif source=Patent Security Agreement - Project Iconic - Executed (05-11-22)\_(86365303\_1)#page2.tif source=Patent Security Agreement - Project Iconic - Executed (05-11-22)\_(86365303\_1)#page3.tif source=Patent Security Agreement - Project Iconic - Executed (05-11-22)\_(86365303\_1)#page4.tif source=Patent Security Agreement - Project Iconic - Executed (05-11-22)\_(86365303\_1)#page5.tif source=Patent Security Agreement - Project Iconic - Executed (05-11-22)\_(86365303\_1)#page6.tif source=Patent Security Agreement - Project Iconic - Executed (05-11-22)\_(86365303\_1)#page7.tif source=Patent Security Agreement - Project Iconic - Executed (05-11-22)\_(86365303\_1)#page7.tif

PATENT SECURITY AGREEMENT dated as of May 11, 2022 (this "Agreement"), between INTELLIGENT MEDICAL OBJECTS, INC., a Delaware corporation (the "Grantor"), and ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, the "Agent").

Reference is made to (a) that certain Pledge and Security Agreement, dated as of May 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Iconic IMO Buyer, Inc., a Delaware limited liability company ("Holdings"), Iconic IMO Merger Sub, Inc., a Delaware corporation ("Merger Sub" and, at any time prior to the consummation of the Acquisition, the "Borrower"), IMO Investor Holdings, Inc., a Delaware corporation (the "Company" and, upon and at any time after the consummation of the Acquisition, the "Borrower), the Subsidiaries of the Borrower from time to time party thereto, and the Agent and (b) that certain Credit Agreement, dated as of May 11, 2022 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement"), among Holdings, Merger Sub, the Company, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto (the "Lenders") and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or, if not defined therein, in the Credit Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Agent, its permitted successors and assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the "Patent Collateral"): (i) all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule I hereto, (ii) all reissues, extensions, divisionals, continuations and continuations-in-part of any of the foregoing, and (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future infringement of any Patent including, without limitation, those listed on Schedule I hereto. Notwithstanding the foregoing, the Patent Collateral shall not include, and the Security Interest shall not extend to, any Excluded Assets; provided, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition causing or resulting in any personal property or other assets that would otherwise constitute Patent Collateral to constitute Excluded Assets, the Patent Collateral shall include, and the Security Interest shall extend to, such personal property or other assets as if such restriction or condition had never been in effect.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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. <u>Termination</u>. This Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Patent Collateral granted herein.

SECTION 5. <u>Counterparts</u>. This 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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

INTELLIGENT MEDICAL OBJECTS, INC., as the Grantor

By: kimberly Simonton

Name: Kimberly Simonton

Title: Treasurer

[Signature Page to Patent Security Agreement]

ALTER DOMUS (US) LLC, as Agent

By: Name:

Pinju Chiu

Title:

Associate Counsel

**REEL: 059895 FRAME: 0574** 

# Schedule I

# **United States Patents**

Patent	Jurisdiction	Status	Application	Patent	Application/	Applicant/
			Number	Number	Issue Date	Owner
System and Method for Facilitating Migration Between Electronic Terminologies	U.S.	Granted	14/525,809	10,909,176	Feb-2-2021	Intelligent Medical Objects, Inc.
System and Method for Problem List Reconciliation in an Electronic Medical Record	U.S.	Applied	14/530,727	N/A	Nov-1-2014	Intelligent Medical Objects, Inc.
Method and System for Concept-Based Terminology Management	U.S.	Applied	14/598,076	N/A	Jan-15-2015	Intelligent Medical Objects, Inc.
System and Method for Generating and Implementing a Stateless Patient History Module	U.S.	Granted	13/887,117	11,322,230	May-3-2022	Intelligent Medical Objects, Inc.
System and Method for Implementing a 64 Bit Data Searching and Delivery Portal	U.S.	Granted	13/971,653	9,135,318	Sep-15-2015	Intelligent Medical Objects, Inc.
System and Method for Determining a Sufficiency of Data Entry in an Electronic Health Record	U.S.	Applied	14/444,163	N/A	Jul-28-2014	Intelligent Medical Objects, Inc.
System and Method for Medical Classification Code Modeling	U.S.	Granted	14/817,912	10,885,148	Jan-5-2021	Intelligent Medical Objects, Inc.
System and Method for Clinical Trial Candidate Matching	U.S.	Granted	14/886,963	10,878,010	Dec-29-2020	Intelligent Medical Objects, Inc.
System And Method For Optimizing Electronic Medical	U.S.	Applied	15/006,635	N/A	Jan-26-2016	Intelligent Medical Objects, Inc.

Patent	Jurisdiction	Status	Application Number	Patent Number	Application/ Issue Date	Applicant/ Owner
			1 (dilloci	rumber	133tte Date	Owner
Terminology Post-						
Coordination						
Coding						
System and Process	U.S.	Applied	15/236,834	N/A	Aug-15-2016	Intelligent
for Concept						Medical
Tagging and						Objects,
Content Retrieval						Inc.
Method and	U.S.	Applied	15/337,923	N/A	Oct-28-2016	Intelligent
System for						Medical
Extracting Data						Objects,
From a Plurality of						Inc.
Electronic Data						
Stores of Patient						
Data to Provide						
Provider and						
Patient Data						
Similarity Scoring						
Method and	U.S.	Applied	15/618,352	N/A	Jun-9-2017	Intelligent
System for	0.5.	/ ipplied	13/010,332	11/21	Jun / 2017	Medical
Generating						Objects,
Persistent Local						Inc.
Instances of						inc.
Ontological						
Mappings Method for	U.S.	Granted	13/622,934	10,223,759	Mar-5-2019	Intelligent
	U.S.	Granted	13/022,934	10,223,739	Wiai-3-2019	Medical
Implementing a Controlled Medical						
						Objects,
Vocabulary	TI C	λ 1' 1	16/115 071	NT/A	A 20 2010	Inc.
User Interface,	U.S.	Applied	16/115,271	N/A	Aug-28-2018	Intelligent
System, and						Medical
Method for						Objects,
Optimizing a						Inc.
Patient Problem						
List						
USER	U.S.	Applied	16/181,072	N/A	Nov-5-2018	Intelligent
INTERFACE,						Medical
SYSTEM, AND						Objects,
METHOD FOR						Inc.
OPTIMIZATION						
OF PATIENT						
PROBLEM LIST						
ENCODING						
System and	U.S.	Applied	16/803,999	N/A	Feb-27-2020	Intelligent
Method for						Medical
Generating and			1			Objects,
Updating a User						Inc.
Interface to						
Evaluate an						
Electronic Medical						
Record						

Patent	Jurisdiction	Status	Application	Patent	Application/	Applicant/
			Number	Number	Issue Date	Owner
Systems and Methods for Medical Concept Mapping	U.S.	Applied	17/200,446	N/A	Mar-12-2021	Intelligent Medical Objects, Inc.
Method to Improve Computer-Assisted Coding Workflow Using Natural Language Processing and Elasticsearch	U.S.	Applied	17/692,054	N/A	Mar-10-2022	Intelligent Medical Objects, Inc.
Method and System for Concept-Based Terminology Management	U.S.	Granted	13/660,512	9,594,872	Mar-14-2017	Intelligent Medical Objects, Inc.
Adaptive Data Manager	U.S.	Granted	09/997,723	6,904,432	Jun-7-2005	Intelligent Medical Objects, Inc.
Identification Mapping and Translation Method	U.S.	Granted	10/642,072	7,167,858	Jan-23-2007	Intelligent Medical Objects, Inc.
Method for Interfacing Applications to Maintain Data Integrity	U.S.	Granted	10/642,108	7,536,387	May-19-2009	Intelligent Medical Objects, Inc.
Method for Adaptive Data Management	U.S.	Granted	11/065,600	7,693,917	Apr-6-2010	Intelligent Medical Objects, Inc.
System and Process for Record Duplication Analysis	U.S.	Granted	12/498,186	8,554,742	Oct-8-2013	Intelligent Medical Objects, Inc.
Longitudinal Electronic Record System and Method	U.S.	Granted	11/858,241	8,589,400	Nov-19-2013	Intelligent Medical Objects, Inc.
Longitudinal Electronic Record System and Method with Problem Determination and Plan Ordering	U.S.	Granted	13/531,183	8,612,448	Dec-17-2013	Intelligent Medical Objects, Inc.
Longitudinal Electronic Record System and	U.S.	Granted	13/397,542	8,751,501	Jun-10-2014	Intelligent Medical Objects, Inc.

Patent	Jurisdiction	Status	Application Number	Patent Number	Application/ Issue Date	Applicant/ Owner
Method with Task- Based Workflow						
Method for Generating and Using a Portable Patient File	U.S.	Granted	13/622,933	8,984,017	Mar-17-2015	Intelligent Medical Objects, Inc.
System and Process for Concept Tagging and Concept Retrieval	U.S.	Granted	13/004,128	9,418,150	Aug-16-2016	Intelligent Medical Objects, Inc.
Application Program Interface for Generating a Medical Classification Code	U.S	Applied	15/078,806	N/A	Mar-23-2016	Intelligent Medical Objects, Inc.

**RECORDED: 05/11/2022**