

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7427340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HSC ACQUISITION, LLC	07/11/2022
RECEIVING PARTY DATA	
Name:	ISRAEL DISCOUNT BANK OF NEW YORK
Street Address:	1114 AVENUE OF THE AMERICAS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10049084
Patent Number:	10380224
Application Number:	17089342
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	jade.tanks@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	JESSICA HILDEBRANDT
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	07/12/2022
Total Attachments: 10	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of July 11, 2022, is made by HSC ACQUISITION, LLC, a Delaware limited liability company ("HSC"), SCS HEALTHCARE MARKETING, INC., a Delaware corporation ("SCS"), STRATEGIC COMMUNICATIONS GROUP, LLC, a Delaware limited liability company ("SCG"), HEALTHSTAR PATIENT ENGAGEMENTS, LLC, a Delaware limited liability company ("HPE"), HEALTHSTAR CLINICAL EDUCATION SOLUTIONS, LLC, a Delaware limited liability company ("HCE"; and together with HSC, SCS, SCG and HPE collectively, the "Grantors" and each, individually, a "Grantor") in favor of Israel Discount Bank of New York (the "Agent"), located at 1114 Avenue of the Americas, New York, New York 10036, as agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, the Grantors entered into a Credit and Security Agreement, dated as of even date herewith (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent and the lenders (the "Lenders") party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree with the Agent as follows:

1. Defined Terms.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following of any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patents" means all of the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and

Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following : (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all Goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security. Grantors hereby pledge and grant to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of Grantors in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses, Trademarks (excluding United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications) and Trademark Licenses, Copyrights and Copyright Licenses, in each case, to which it is a party including those referred to on Schedule I hereto;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. Grantors authorize each applicable government official to record and register this Agreement upon request by the Agent.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. POWER OF ATTORNEY. To facilitate Lender’s taking action under Section 8 and exercising its rights under Section 8, Grantors hereby irrevocably appoint (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Grantors with full authority (but not the duty) in the place and stead of Grantors, and in the name of Grantors or otherwise, from time to time, following

the occurrence and during the continuation of an Event of Default, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantors, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantors hereunder or necessary for Lender to enforce or use the Intellectual Property Collateral or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Intellectual Property Collateral to any third party. Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the Termination Date.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, CHOICE OF FORUM; SERVICE OF PROCESS; JURY TRIAL WAIVER SET FORTH IN SECTION 13.2 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature pages follow]

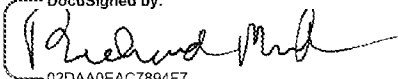
IN WITNESS WHEREOF, Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HSC ACQUISITION, LLC

DocuSigned by:
By: Bryan Fuerst
Name: Bryan Fuerst
Title: Chief Financial Officer

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK,
as Agent

DocuSigned by:

By: _____
02DAA0EAC7894E7...
Name: Richard Miller
Title: Senior Vice President

DocuSigned by:

By: _____
8AD3E8DC54F8477...
Name: Frank Mancini
Title: First Vice President

SCHEDULE 1

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

PATENT REGISTRATIONS

Owner	Patent	Patent Number	Application Number	Date Filed
HSC Acquisition, LLC	Rules Based Content Management System and Method	10,049,084	13/846,009	March 18, 2013
HSC Acquisition, LLC	RULES BASED CONTENT MANAGEMENT SYSTEM AND METHOD	10,380,224	16,102,022	August 13, 2019
HSC Acquisition, LLC	CLOUD-BASED ENTERPRISE PLATFORM FOR EVENT HANDLING	N/A	17/089,342	N/A

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

TRADEMARKS

1. TRADEMARK REGISTRATIONS

Owner	Trademark	Registration Number	Registration Date
HSC Acquisition, LLC	HEALTHSTAR MYEVENTRESOURCE	4164211	June 26, 2012
HSC Acquisition, LLC	HEALTHSTAR MY SPEAKER RESOURCE	4164208	June 26, 2012
HSC Acquisition, LLC	HEALTHSTAR MYEVENTRESOURCE	4164622	June 26, 2012
HSC Acquisition, LLC	HEALTHSTAR VCONNECT	4518386	April 22, 2014
HSC Acquisition, LLC	HEALTHSTAR SIGNMEIN	4923047	March 22, 2016
HSC Acquisition, LLC	HEALTHSTAR ENGAGE360	6432171	July 27, 2021
HSC Acquisition, LLC	HEALTHSTAR MYATTENDEERESOURCE	6395029	June 22, 2021
HSC Acquisition, LLC	HEALTHSTAR MYREGISTRATION RESOURCE	6631344	February 1, 2022
HSC Acquisition, LLC	MER360	5713925	April 2, 2019

2. TRADEMARK APPLICATIONS

Owner	Trademark	Application Number	File Date
HSC Acquisition, LLC	PROPEL HEALTH	97262818	February 11, 2022

6932137.5

DML_US 170188629-2.109021.0014

3. TRADEMARK LICENSES

None.

6932137.5

DML_US 170188629-2.109021.0014

COPYRIGHTS

1. COPYRIGHT REGISTRATIONS

None.

2. COPYRIGHT APPLICATIONS

None.

3. COPYRIGHT LICENSES

None.