

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7460558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
POC NETWORK TECHNOLOGIES, LLC	07/29/2022
RECEIVING PARTY DATA	
Name:	BARINGS FINANCE LLC, AS THE COLLATERAL AGENT
Street Address:	300 SOUTH TRYON STREET, SUITE 2500
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10747848
Application Number:	16875857
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<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:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	DUSAN CLARK, ESQ.
Address Line 1:	SIDLEY AUSTIN LLP
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	034632-30780
NAME OF SUBMITTER:	DUSAN CLARK
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	07/29/2022
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of July 29, 2022, (this “**Agreement**”) is made by POC NETWORK TECHNOLOGIES, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BARINGS FINANCE LLC, as the Collateral Agent for the Secured Parties. Unless otherwise defined herein, terms defined in the Security Agreement (as defined below) and used herein have the meaning given to them (including by reference) in the Security Agreement.

WHEREAS, the Grantor is party to a Security Agreement dated as of December 11, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the “**Patent Collateral**”), other than Excluded Property:

- (i) all Patents owned by the Grantor and identified on Schedule A;
- (ii) the right to sue or otherwise recover for any past, present and future infringement or other violation or impairment of any of the foregoing; and
- (iii) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

The Grantor authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office to record this Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 9.09 (GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

This Agreement may be executed in 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 of this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow.]

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

POC NETWORK TECHNOLOGIES, LLC,
as the Grantor

By: 
Name: Drew Kniese
Title: Chief Financial Officer

Accepted and Agreed:

BARINGS FINANCE LLC,
as Collateral Agent

By: 
Name: Joshua Gracia
Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 060677 FRAME: 0464

SCHEDULE A
to
PATENT SECURITY AGREEMENT

Patents Issued:

Jurisdiction	Patent No.	Issue Date	Title	Owner
U.S.	10747848	8/18/2020	System and method for medical billing systems to submit transactions for services covered under pharmacy benefits	POC Network Technologies, LLC

Patents Pending:

Jurisdiction	Application No.	Application Date	Title	Owner
U.S.	16/875,857	5/15/2020	System and method for medical billing systems to submit transactions for services covered under pharmacy benefits	POC Network Technologies, LLC