507430786 08/10/2022

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 **EPAS ID: PAT7477718** 

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
APPWORX, LLC	08/10/2022

#### **RECEIVING PARTY DATA**

Name:	WEBSTER BANK, NATIONAL ASSOCIATION	
Street Address:	436 SLATER ROAD	
City:	NEW BRITAIN	
State/Country:	CONNECTICUT	
Postal Code:	06053	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	9015630	

#### **CORRESPONDENCE DATA**

Fax Number: (704)503-2622

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: 7045032600

Email: msheehan@kslaw.com **Correspondent Name:** KING & SPALDING LLP Address Line 1: 300 S. TRYON ST., STE 1700 Address Line 2: ATTN: MOIRA SHEEHAN

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	06726.515163	
NAME OF SUBMITTER:	MOIRA SHEEHAN	
SIGNATURE:	/s/ Moira Sheehan	
DATE SIGNED:	08/10/2022	

#### **Total Attachments: 5**

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> PATENT REEL: 060766 FRAME: 0027

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#### PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 10, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Webster Bank, National Association ("Webster Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 10, 2022 (including all exhibits and schedules hereto, as the same may be amended, amended and restated, extended, refinanced and/or otherwise modified from time to time, the "Credit Agreement"), by and among Patient Now Acquisition Co., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 10, 2022, in favor of Agent (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Agent as follows:

- <u>Section 1</u>. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (to the extent not constituting Excluded Collateral) (the "Patent Collateral"):
- (a) all of its United States patents and patent applications that constitute Patents, including, without limitation, those referred to on <u>Schedule 1</u> hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

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- (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. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Patent Security Agreement, the provisions of the Guaranty and Security Agreement shall control.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between the parties, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Patents and IP Licenses subject to a security interest hereunder, consistent with Grantor's obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.
- 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.
- <u>Section 6</u>. <u>Governing Law</u>. 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 laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

APPWORX, LLC

as Grantor

By:

Name: Kenneth B. Rogich

Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION
as Agent

By:

Name:
Title:

REEL: 060766 FRAME: 0030

ACCEPTED AND AGREED as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION

as Agent

By:

Name: Jimmy Herter Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT REEL: 060766 FRAME: 0031

## SCHEDULE 1 TO PATENT SECURITY AGREEMENT

# Patent Registrations

## 1. REGISTERED PATENTS

Patent Title	Owner	App. No. /	Reg. No. /
		Date	Date
CLINICAL PHOTOGRAPHIC	APPWORX LLC	13/873,654	9,015,630
RECORDKEEPING SYSTEM AND		04/30/2013	04/21/2015
ASSOCIATED METHODS			

## 2. PATENT APPLICATIONS

None.

## 3. IP LICENSES

None.

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**RECORDED: 08/10/2022**