

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7597885

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
IODINE SOFTWARE, LLC	10/18/2022
RECEIVING PARTY DATA	
Name:	AB PRIVATE CREDIT INVESTORS LLC
Street Address:	405 COLORADO STREET
Internal Address:	SUITE 1500
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14928675
Application Number:	17129598
Application Number:	17506428
CORRESPONDENCE DATA	
Fax Number:	
<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:	7044441000
Email:	kristen.mims@alston.com
Correspondent Name:	ALSTON & BIRD LLP
Address Line 1:	ONE SOUTH AT THE PLAZA
Address Line 2:	101 SOUTH TRYON STREET, SUITE 4000
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000
ATTORNEY DOCKET NUMBER:	064637/558501
NAME OF SUBMITTER:	KRISTEN MIMS
SIGNATURE:	/Kristen Mims/
DATE SIGNED:	10/19/2022
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of October 18, 2022 (this “**Patent Security Agreement**”), is made by the Loan Party signatory hereto (the “**Grantor**”) in favor of AB Private Credit Investors LLC, a Delaware limited liability company, in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of May 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Iodine Software Holdings, Inc., a Delaware corporation (“**Holdings**”), Iodine Software, LLC, a Texas limited liability company (“**Borrower**”), the Lenders (as defined therein) and the Agent, as agent for all Lenders (including for itself as a Lender).

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Patent registrations and applications for Patents listed on Schedule I attached hereto, together with all reissues and extensions thereof, including any of the foregoing referred to on Schedule I attached hereto, all applications for letters of patent of the United States and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to on Schedule I attached hereto, all rights to obtain any reissues or extensions of the foregoing, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Patent Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Patent Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Patent Security Agreement to the extent signed and delivered by means of a facsimile

machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Patent Security Agreement as of the date first written above.

GRANTOR:

IODINE SOFTWARE, LLC

DocuSigned by:

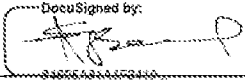
By: _____
Name: William Chan
Title: President and Chief Executive Officer

[Signature Page to Patent Security Agreement]

PATENT
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AGREED AND ACCEPTED
as of the date first written above:

AB PRIVATE CREDIT INVESTORS LLC
as Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 061465 FRAME: 0397

SCHEDULE I

PATENT REGISTRATIONS AND APPLICATIONS FOR PATENTS

Title	Country	Patent No./ Serial No.	Filing Date	Issue Date	Owner
Clinical documentation improvement (CDI) smart scoring systems and methods	United States	PN: 11,183,275 SN: 14/928,675	Oct. 30, 2015	Nov. 23, 2021	Iodine Software, LLC
SYSTEMS AND METHODS FOR DETECTING DOCUMENTATION DROP-OFFS IN CLINICAL DOCUMENTATION	United States	PN: n/a SN: 17/129,598	Dec. 21, 2020	n/a	Iodine Software, LLC
CLINICAL DOCUMENTATION IMPROVEMENT (CDI) SMART SCORING SYSTEMS AND METHODS	United States	PN: n/a SN: 17/506,428	Oct. 20, 2021	n/a	Iodine Software, LLC

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