

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8035360

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	VIE HEALTHCARE, INC.	08/08/2022
RECEIVING PARTY DATA		
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC, AS ADMINISTRATIVE AGENT	
Street Address:	151 WEST 42ND STREET	
Internal Address:	53RD FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10036	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	10296880	
Patent Number:	11010738	
Application Number:	17207352	
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:	212.940.6562	
Email:	joanne.arnold@katten.com	
Correspondent Name:	JOANNE BL ARNOLD	
Address Line 1:	KATTEN	
Address Line 2:	50 ROCKEFELLER PLAZA	
Address Line 4:	NEW YORK, NEW YORK 10020-1605	
ATTORNEY DOCKET NUMBER:	385629.00310	
NAME OF SUBMITTER:	JOANNE BL ARNOLD	
SIGNATURE:	/Joanne BL Arnold/	
DATE SIGNED:	06/30/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of August 8, 2022, (the “Patent Security Agreement”) by VIE HEALTHCARE, INC. (the “Grantor”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of March 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), NORTH HAVEN SAINTS PARENT, LLC, a Delaware limited liability company, NORTH HAVEN SAINTS MERGER SUB, LLC a Delaware limited liability company, SPENDMEND HOLDINGS, LLC, a Delaware limited liability company (“Borrower”), the other Guarantors party thereto from time to time, each lender from time to time party thereto (collectively, the “Lenders”) and the Administrative Agent; and

WHEREAS, the Grantor is party to a Security Agreement dated as of March 1, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of Grantor: Patents of Grantor listed on Schedule I attached hereto.

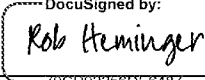
SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the security interest granted under this Patent Security Agreement shall automatically terminate, and the Administrative Agent shall, at the expense of 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, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

VIE HEALTHCARE, INC.

By:  DocuSigned by:
70CD92258DE8487...
Name: Rob Heminger
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 064123 FRAME: 0710

VARAGON CAPITAL PARTNERS AGENT, LLC, as
Administrative Agent
By: Varagon Capital Partners, L.P., as its sole Member

By: 
Name: Alex Cereste
Title: Principal

[Signature Page to Patent Security Agreement]

PATENT
REEL: 064123 FRAME: 0711

Schedule I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Patents:

<u>Title</u>	<u>Owner</u>	<u>Patent #</u>
Invoice Analytics System	VIE Healthcare, Inc.	10296880
Invoice Analytics System	VIE Healthcare, Inc.	11010738

Patent Applications:

<u>Title</u>	<u>Owner</u>	<u>Application #</u>
Invoice Analytics System	VIE Healthcare, Inc.	17207352