

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

Assignment ID: PATI115260

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), as resigning first lien administrative agent	03/22/2024
RECEIVING PARTY DATA	
Company Name:	Alter Domus (US) LLC, as successor first lien administrative agent
Street Address:	225 W. Washington Street
Internal Address:	9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	16939324
Application Number:	16849141
Application Number:	16825087
Application Number:	16775637
Application Number:	16507521
CORRESPONDENCE DATA	
Fax Number:	3474021997
<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:	2123732619
Email:	kshmorhun@paulweiss.com,rlyne@paulweiss.com
Correspondent Name:	Katerina Shmorhun
Address Line 1:	1285 Avenue of the Americas
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP
Address Line 4:	New York, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	024452-00001
NAME OF SUBMITTER:	Katerina Shmorhun
SIGNATURE:	Katerina Shmorhun

DATE SIGNED:	03/25/2024
Total Attachments: 5 source=FINAL - Patent Assignment - ModMed#page1.tif source=FINAL - Patent Assignment - ModMed#page2.tif source=FINAL - Patent Assignment - ModMed#page3.tif source=FINAL - Patent Assignment - ModMed#page4.tif source=FINAL - Patent Assignment - ModMed#page5.tif	

ASSIGNMENT OF SECURITY INTEREST IN PATENT COLLATERAL

ASSIGNMENT OF SECURITY INTEREST IN PATENT COLLATERAL (this “Assignment”) dated as of March 22, 2024, from First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), as the resigning first lien administrative agent (in such capacity, the “Original Agent”) to Alter Domus (US) LLC, a Delaware limited liability company, as successor first lien administrative agent (in such capacity, the “Successor Agent”).

W I T N E S S E T H

WHEREAS, MODERNIZING MEDICINE, INC., a Delaware corporation (the “Grantor”), the other grantors party thereto from time to time, the lenders party thereto from time to time and the Original Agent are parties to that certain First Lien Collateral Agreement, dated as of February 8, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor granted to the Original Agent, for the for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under the Grantor’s Patents (including for the avoidance of doubt, the Patents listed on Schedule I attached hereto) (collectively, the “Patent Collateral”).

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered the First Lien Patent Security Agreement, dated as of February 8, 2022, in favor of the Original Agent (the “Patent Security Agreement”) and the Original Agent recorded the Patent Security Agreement with the United States Patent and Trademark Office (the “USPTO”) on February 8, 2022, at Reel/Frame No. 058928/0957;

WHEREAS, the Grantor, the Original Agent, the Successor Agent and the other parties thereto have entered into that certain Agency Resignation and Appointment Agreement, dated February 22, 2024 pursuant to which: (i) the Original Agent resigned as Original Agent and the Successor Agent accepted the appointment to Successor Agent and (ii) the Original Agent assigned to the Successor Agent each of the liens and security interests granted to the Original Agent, for the benefit of the Original Agent, the Lenders (as defined in the First Lien Credit Agreement) and the other Secured Parties, under the First Lien Credit Agreement and the other First Lien Loan Documents (as defined in the First Lien Credit Agreement), and the Successor Agent assumed all such liens, for its benefit and for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Original Agent hereby acknowledges and agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment, have the meanings provided or provided by reference in the Security Agreement.

2. Assignment of Security Interest. The Original Agent hereby assigns all of its rights, titles, interests, powers, and privileges under the Security Agreement, including those with respect to the Patent Collateral, to the Successor Agent, strictly on an “AS IS AND WHERE IS” BASIS,

AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESSED OR IMPLIED) OF ANY KIND MADE BY THE ORIGINAL AGENT OR ANY PERSON ACTING FOR OR ON BEHALF OF THE ORIGINAL AGENT AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST THE ORIGINAL AGENT OR ANY PERSON ACTING FOR OR ON BEHALF OF THE ORIGINAL AGENT.

3. Further Assurances. The Original Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

4. Recordation. The Original Agent authorizes and requests that the USPTO or any other relevant governmental authority record this Assignment.

5. Execution in Counterparts. This Assignment may be executed in any number of 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.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first written above.

ORIGINAL AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY
(successor by purchase to the Federal Deposit
Insurance Corporation as receiver for Silicon Valley
Bridge Bank, N.A. (as successor to Silicon Valley
Bank))

By: 

Name:

Title:

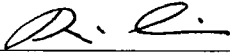
John Lapides
Managing Director

[Signature Page to Assignment of Security Interest in Patent Collateral]

Accepted and Agreed:

SUCCESSOR AGENT:

ALTER DOMUS (US) LLC

By: 

Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Assignment of Security Interest in Patent Collateral]

Schedule I
PATENTS AND PATENT APPLICATIONS

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Modernizing Medicine, Inc.	Automated Healthcare Provider Quality Reporting System (PQRS)	16/939,324	07-27-2020	N/A	Pending
Modernizing Medicine, Inc.	Apparatus and Method for Assessment of Patient Condition	16/849,141	04-15-2020	N/A	Pending
Modernizing Medicine, Inc.	Systems and Methods of Generating Patient Notes with Inherited Preferences	16/825,087	03-20-2020	N/A	Pending
Modernizing Medicine, Inc.	System and Method for the Recording of Patient Notes	16/775,637	01-29-2020	N/A	Pending
Modernizing Medicine, Inc.	Method and System to Automate the Designation of the International Classification of Disease Codes for A Patient	16/507,521	07-10-2019	N/A	Pending