

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN AND SECOND LIEN SECURITY INTERESTS IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, (f/k/a Credit Suisse, Cayman Islands Branch)		12/17/2010	Foreign Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	HSI Holdings I, Inc.
Street Address:	28500 Clemens Road
City:	Westlake
State/Country:	OHIO
Postal Code:	44145
Entity Type:	CORPORATION: DELAWARE

Name:	HSI Holdings II, Inc.
Street Address:	28500 Clemens Road
City:	Westlake
State/Country:	OHIO
Postal Code:	44145
Entity Type:	CORPORATION: DELAWARE

Name:	Hyland Software, Inc., successor by merger to HIS MergerSub, Inc.
Street Address:	28500 Clemens Road
City:	Westlake
State/Country:	OHIO
Postal Code:	44145
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark

900179199

**TRADEMARK
 REEL: 004436 FRAME: 0300**

CH \$390.00 3010346

Registration Number:	3010346	HYLAND SOFTWARE
Registration Number:	2273700	HYLAND SOFTWARE
Registration Number:	3010345	ONBASE
Registration Number:	1902494	ONBASE
Registration Number:	2775598	ONBASE DOCUMENT IMAGINING
Registration Number:	2724338	ONBASE DOCUMENT IMAGINING
Registration Number:	2614443	ONBASE ONLINE
Registration Number:	2572731	ICOPY
Registration Number:	2751360	VIEW MANAGER
Registration Number:	2974019	CHARTVAULT
Registration Number:	3018874	VCHART
Registration Number:	3756427	EWEBHEALTH
Registration Number:	3704323	REDEFINING HIM EXCELLENCE
Registration Number:	1994581	PAPERS
Serial Number:	77181099	EWEBHEALTH

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: susan.zablocki@kirkland.com
 Correspondent Name: Susan Zablocki
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 601 Lexington Avenue
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23278-2
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	12/19/2010

Total Attachments: 10

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**RELEASE OF FIRST LIEN AND SECOND LIEN SECURITY INTERESTS IN
INTELLECTUAL PROPERTY**

THIS RELEASE OF FIRST LIEN AND SECOND LIEN SECURITY INTERESTS IN INTELLECTUAL PROPERTY (the "Release") is made as of December 17, 2010, by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Collateral Agent under the First Lien Credit Agreement and the Second Lien Credit Agreement referenced below (in such capacity, the "Collateral Agent"), in favor of HSI Holdings I, Inc., HSI Holdings II, Inc., and Hyland Software, Inc. (successor by merger to HIS MergerSub, Inc.) (collectively, the "Grantors").

WHEREAS, HSI MergerSub, Inc., an Ohio Corporation, has entered into (i) that certain First Lien Senior Secured Credit Agreement dated as of July 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), and (ii) that certain Second Lien Senior Secured Credit Agreement dated as of July 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") with Collateral Agent, and the Lenders party thereto;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the First Lien Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantors have executed and delivered (i) that certain First Lien Security Agreement, dated July 31, 2007, made by the Grantors to the Collateral Agent (the "First Lien Security Agreement"), and (ii) that certain Intellectual Property Security Agreement, dated July 31, 2007 (the "First Lien IP Security Agreement") and certain Intellectual Property Security Agreement Supplements in connection therewith (the "First Lien IP Supplements");

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Second Lien Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantors have executed and delivered (i) that certain Second Lien Security Agreement, dated July 31, 2007, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), that certain Intellectual Property Security Agreement, dated July 31, 2007 (the "Second Lien IP Security Agreement") and certain Intellectual Property Security Agreement Supplements in connection therewith (the "Second Lien IP Supplements");

WHEREAS, pursuant to the terms and conditions of the First Lien Security Agreement, the First Lien IP Security Agreement and the First Lien IP Supplements, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantors' right, title and interest in and to, among other property, the Collateral, as defined in the First Lien IP Security Agreement and in each of the subsequent First Lien IP Supplements, including, without limitation, the Patents, Trademarks and Copyrights set forth on Schedules A, B and C, respectively, attached hereto (collectively, the "First Lien Collateral");

WHEREAS, pursuant to the terms and conditions of the Second Lien Security Agreement, the Second Lien IP Security Agreement and the Second Lien IP Supplements, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the Grantors' right, title and interest in and to, among other property, the Collateral, as defined in the Second Lien IP Security Agreement and in each of the subsequent Second Lien IP Supplements, including, without limitation, the Patents, Trademarks and Copyrights set forth on Schedules A, B and C, respectively, attached hereto, (collectively, the "Second Lien Collateral");

WHEREAS, the First Lien IP Security Agreement and the First Lien IP Supplements were recorded (i) at the United States Patent and Trademark Office at Reel/Frame 021094/0633 on June 13, 2008, at Reel/Frame 024147/0652 on March 26, 2010, and at Reel/Frame 025137/0944 on October 15, 2010, with respect to United States patents and patent applications; (ii) at the United States Patent and Trademark Office at Reel/Frame 003795/0760 on June 13, 2008, at Reel/Frame 004175/0092 on March 26, 2010, and at Reel/Frame 004297/0349 on October 15, 2010 with respect to United States trademarks and trademark applications; and (iii) at the United States Copyright Office at Volume/Document 3581/867 on August 4, 2009 with respect to United States Copyrights;

WHEREAS, the Second Lien IP Security Agreement and the Second Lien IP Supplements were recorded (i) at the United States Patent and Trademark Office at Reel/Frame 021094/0648 on June 13, 2008, at Reel/Frame 024148/0492 on March 26, 2010, and at Reel/Frame 025150/0047 on October 18, 2010, with respect to United States patents and patent applications; (ii) at the United States Patent and Trademark Office at Reel/Frame 003795/0771 on June 13, 2008, at Reel/Frame 004174/0969 on March 26, 2010, and at Reel/Frame 004297/0657 on October 18, 2010 with respect to United States trademarks and trademark applications; and (iii) at the United States Copyright Office at Volume/Document 3581/866 on August 4, 2009 with respect to United States Copyrights; and

WHEREAS, the Collateral Agent now desires to release in its entirety its security interest in, to and under the First Lien Collateral and the Second Lien Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. Terms defined in the First Lien Credit Agreement, Second Lien Credit Agreement, First Lien Security Agreement, Second Lien Security Agreement, First Lien IP Security Agreement, Second Lien IP Security Agreement, First Lien IP Supplements and Second Lien IP Supplements and not otherwise defined herein are used herein as defined in the applicable First Lien Credit Agreement, Second Lien Credit Agreement, First Lien Security Agreement, Second Lien Security Agreement, First Lien IP Security Agreement, Second Lien IP Security Agreement, First Lien IP Supplements and Second Lien IP Supplements.

2. Termination & Release of Security Interest.

(a) The Collateral Agent hereby (i) (A) terminates the First Lien IP Security Agreement and each and every First Lien IP Supplements, and (B) terminates, cancels,

discharges and releases in its entirety its security interest in all of the Grantors' right, title and interest in the First Lien Collateral, and (ii) (A) terminates the Second Lien IP Security Agreement and each and every Second Lien IP Supplements, and (B) terminates, cancels, discharges and releases in its entirety its security interest in all of the Grantors' right, title and interest in the Second Lien Collateral.

(b) The Collateral Agent represents and warrants that (i) it has the full power and authority to execute this Release and (ii) it has not recorded or otherwise evidenced its security interest with respect to the First Lien Collateral and the Second Lien Collateral, other than those Patents, Trademarks and Copyrights included in the foregoing and set forth on Schedules A, B and C, respectively, attached hereto, in any jurisdiction throughout the world.

3. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

4. Binding Effect. This Release shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

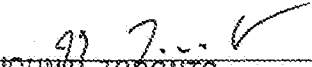
5. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors, the Grantors' successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

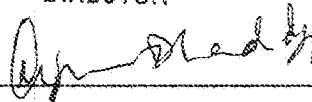
6. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed THIS RELEASE OF FIRST LIEN AND SECOND LIEN SECURITY INTERESTS IN INTELLECTUAL PROPERTY as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH (f/k/a Credit Suisse,
Cayman Islands Branch), as Collateral
Agent

By: 
Name: JOHN D. TORONTO
Title: DIRECTOR

By: 
Name: VIPUL DHADDA
Title: ASSOCIATE

Schedule A

PATENTS AND PATENT APPLICATIONS

<u>Owner</u>	<u>Title</u>	<u>Country</u>	<u>App. No./Patent No.</u>	<u>Filing Date/Issue Date</u>
Hyland Software, Inc.	Web Mail Delivery System (PROV) Computer-Implemented System and Method For Physical Mail Handling (Client Identification)	U.S.	10/303440	11/25/2002
Hyland Software, Inc.	Computer-Implemented Document Manager Application Enabler System and Method (Application Enabler)	U.S.	10/303430	11/25/2002
Hyland Software, Inc.	Document Management System and Method (Mobile Forms Technology)	U.S.	10/378288	3/3/2003
Hyland Software, Inc.	Document Management Driver Software System and Method (Print Driver Technology)	U.S.	10/377127	2/28/2003
Hyland Software, Inc.	Computer-Implemented Workflow Replayer System and Method (Workflow Replayer)	U.S.	10/952643	9/29/2004
Hyland Software, Inc.	Computer-Implemented System and Method For Sorting of Check Images (Check Sorter Application)	U.S.	10/705334	11/10/03
Hyland Software, Inc.	Computer-Implemented Document Manager Application Enabler System and Method (Application Enabler Improvement)	U.S.	11/084180	3/18/2005
Hyland Software, Inc.	Computer-Implemented Document Management System for Handling Customer Relationship Management-Related Operations (CRM DMS Workflow)	U.S.	11/084687	3/18/2005
Hyland Software, Inc.	Computer-Implemented Lockbox System and Method (Lockbox)	U.S.	11/084680	3/18/2005
Hyland Software, Inc.	Computer-Implemented Document Management System for Handling Tagged Data Input (XML Coding)	U.S.	11/084685	3/18/2005
Hyland Software, Inc.	Computer-Implemented Medical Claims Processing System and Method (835 Handling)	U.S.	11/084221	3/18/2005
Hyland Software, Inc.	Computer-Implemented Medical Claims Submission Processing System and Method (837 Handling)	U.S.	11/084731	3/18/2005
Hyland Software, Inc.	Computer-Implemented Medical Document Creation and Management System and Method (HL 7 Document Creation)	U.S.	11/084732	3/18/2005
Hyland Software, Inc.	Computer-Implemented Medical Information Indexing System and Method (HL 7 Indexing)	U.S.	11/084710 / 7,644,091	3/18/2005 / 01/05/2010

<u>Owner</u>	<u>Title</u>	<u>Country</u>	<u>App. No./Patent No.</u>	<u>Filing Date/Issue Date</u>
Hyland Software, Inc.	Computer-Implemented Medical Information Management System and Method (HL 7 Place Holder Document)	U.S.	11/084735	3/18/2005
Hyland Software, Inc.	Computer-Implemented System and Method For Providing Check Verification (Positive Payee Checking)	U.S.	11/084712	3/18/2005
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	System & Method for Scanning a Document in Client/Server Environment	U.S.	09/497383 / 7,765,271	02/03/2003 / 07/27/2010
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	System & Method for Scanning a Document in Client/Server Environment	PCT	PCT/US01/03579	02/02/2001
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	System and Method for Scanning a Document in Client/Server Environment	Canada	2400010	02/02/2010

Schedule B

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Country	App. No.	Filing Date	Reg. No.	Issue Date
Hyland Software, Inc.	HYLAND SOFTWARE	U.S.	76/608,765	08/23/04	3,010,346	11/01/05
Hyland Software, Inc.	HYLAND SOFTWARE	U.S.	75/409,117	12/22/97	2,273,700	08/31/99
Hyland Software, Inc.	ONBASE ONBASE	U.S.	76/608,764	08/23/04	3,010,345	11/01/05
Hyland Software, Inc.	ONBASE	U.S.	74/498,376	03/08/94	1,902,494	07/04/95
Hyland Software, Inc.	ONBASE DOCUMENT IMAGINING OnBase <i>Document Imagining</i>	U.S.	78/150,366	08/02/02	2,775,598	10/21/03
Hyland Software, Inc.	ONBASE DOCUMENT IMAGINING OnBase <i>Document Imagining</i>	U.S.	78/150,362	08/02/02	2,724,338	06/10/03
Hyland Software, Inc.	ONBASE ONLINE	U.S.	76/195,380	01/18/01	2,614,443	09/03/02
Hyland Software, Inc.	ONBASE	Community Trademarks	4003265	08/30/04	4003265	10/19/05
Hyland Software, Inc.	HYLAND SOFTWARE	Brazil		10/05/01	824097920	04/17/07

Owner	Mark	Country	App. No.	Filing Date	Reg. No.	Issue Date
Hyland Software, Inc.	ONBASE	Brazil		10/05/01	824097939	04/17/07
Hyland Software, Inc.	ONBASE	Japan	2004-071941	08/04/04	4851322	03/25/05
Hyland Software, Inc.	ONBASE	Japan	2004-052936	06/08/04	4844971	03/11/05
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	ICOPY	U.S.	75/916,753	02/11/00	2,572,731	05/28/02
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	VIEW MANAGER	U.S.	78/082,622	09/05/01	2,751,360	08/12/03
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	CHARVAULT	U.S.	78/317,631	10/23/03	2,974,019	07/19/05
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	VCHART	U.S.	76/170,093	11/22/00	3,018,874	11/29/05
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	EWEBHEALTH	U.S.	77/181,104	05/15/07	3,756,427	03/09/10
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	EWEBHEALTH & design	U.S.	77/181,099	05/15/07		
Hyland Software, Inc. as successor by merger to eWebHealth Inc.	REDEFINING HIM EXCELLENCE	U.S.	77/571,805	09/17/08	3,704,323	11/03/09
Hyland Software, Inc.	PAPERS	U.S.	74/612,193	12/19/94	1,994,581	08/20/96
Hyland Software, Inc.	HYLAND SOFTWARE	China	7207448	02/19/09	7207448	10/28/10
Hyland Software, Inc.	HYLAND SOFTWARE	China	7207446	02/19/09	7207446	11/21/10

Owner	Mark	Country	App. No.	Filing Date	Reg. No.	Issue Date
Hyland Software, Inc.	ONBASE	China	7207450	02/19/09	7207450	10/28/10
Hyland Software, Inc.	ONBASE	China	7207444	02/19/09	7207444	11/21/10

Schedule C

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Number	Registration Date	Claimant	Description
Admissions : v1.14 QuickScan; Valco clientBuilder.	TX0005628163	12/11/2002	Hyland Software, Inc.	Computer program.
Valco Business office : V2.01EFC capture; Business office; Medical records 2 et al.	TX0005628162	12/11/2002	Hyland Software, Inc.	Computer program.