

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSI Holdings I, Inc.		07/31/2007	CORPORATION:
HSI Holdings II, Inc.		07/31/2007	CORPORATION:
Hyland Software, Inc., successor by merger to HSI MergerSub, Inc.		07/31/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Credit Suisse		
Street Address:	Eleven Madison Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	COMPANY:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
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	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 848-4565		
Email:	emily.robbs@shearman.com		

CH \$190.00 3010346

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**TRADEMARK
 REEL: 003795 FRAME: 0771**

Correspondent Name: Sharon Herman
Address Line 1: Shearman & Sterling LLP
Address Line 2: 599 Lexington Ave.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610-12826 TM 2ND SA
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NAME OF SUBMITTER:	Sharon Herman
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Signature:	/sharon herman/
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Date:	06/13/2008
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Total Attachments: 9

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FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated July 31, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse, acting through one or more of its branches or any Affiliate thereof ("*Credit Suisse*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HSI MergerSub, Inc., an Ohio corporation, has entered into a 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 "*Credit Agreement*"), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain 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 "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "*Collateral*");

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor 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 IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered By its officer thereunto duly authorized as of the date first above written.

HSI HOLDINGS I, INC.

By 

Name: Christopher J. Hyland
Title: Chief Financial Officer

Address for notices:

c/o Thomas Cressey Bravo, Inc.
600 Montgomery St.
32nd Floor
San Francisco, CA 94111

HSI HOLDINGS II, INC.

By 

Name: Christopher J. Hyland
Title: Chief Financial Officer

Address for notices:

c/o Thomas Cressey Bravo, Inc.
600 Montgomery St.
32nd Floor
San Francisco, CA 94111

HYLAND SOFTWARE, INC. successor by
merger to HSI MERGERSUB, INC.

By 

Name: Christopher J. Hyland
Title: Chief Financial Officer

Address for notices:

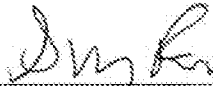
28500 Clemens Road
Westlake, OH 44145

CREDIT SUISSE,
Cayman Islands Branch,
as Collateral Agent

By:

Name:

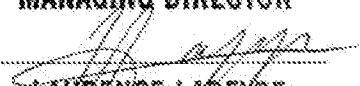
Title:


S. WILLIAM FOX
MANAGING DIRECTOR

By:

Name:

Title:


LAURENCE LAPEYRE
ASSOCIATE

Schedule A
to
IP Security Agreement

PATENTS AND PATENT APPLICATIONS

<u>Owner</u>	<u>Patent Title</u>	<u>Country</u>	<u>Applic. No.</u>	<u>Filing 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

<u>Owner</u>	<u>Patent Title</u>	<u>Country</u>	<u>Applic. No.</u>	<u>Filing Date</u>
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	3/18/2005
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

Schedule B
to
IP Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Country	Applic. 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

Owner	Mark	Country	Applic. No.	Filing Date	Reg. No.	Issue Date
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
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

Schedule C
to
IP Security Agreement

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.