

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HYLAND SOFTWARE, INC.		12/17/2010	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK: SWITZERLAND

**PROPERTY NUMBERS Total: 12**

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:	2614443	ONBASE ONLINE
Registration Number:	3704323	REDEFINING HIM EXCELLENCE
Registration Number:	3756427	EWEBHEALTH
Serial Number:	77181099	EWEBHEALTH
Registration Number:	2974019	CHARTVAULT
Registration Number:	3018874	VCHART
Registration Number:	2572731	ICOPY
Registration Number:	1994581	PAPERS

**CORRESPONDENCE DATA**

CH \$315.00 3010346

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Gloria Jung  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610/12826
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	01/03/2011

Total Attachments: 7  
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## 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 December 17, 2010, 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, Hyland Software, Inc., an Ohio corporation, and HSI Holdings II, Inc., a Delaware corporation, have entered into a Senior Secured Credit Agreement dated as of December 17, 2010 (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 and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 17, 2010, 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 and the United States Copyright Office.

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 (other than the excluded collateral pursuant to Section 1 of the Security Agreement, 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) the copyright registrations and applications 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.

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.

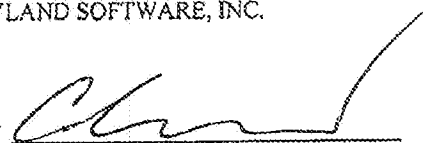
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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, the 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.

HYLAND SOFTWARE, INC.

By



Name: Christopher Hyland

Title: Vice President

Address for Notices:  
28500 Clemens Road  
Westlake, OH 44145

Signature Page to Hyland IP Security Agreement

TRADEMARK  
REEL: 004445 FRAME: 0625

**SCHEDULE A**

**Patents**

<b><u>Owner</u></b>	<b><u>Patent Title (Description)</u></b>	<b><u>Country</u></b>	<b><u>App. No. / Patent No.</u></b>	<b><u>Filing Date / Reg. Date</u></b>
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 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 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 1/5/2010
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.	System and Method for Scanning a Document in Client/Server Environment	U.S.	09/497383 7,765,271	2/3/2000 7/27/2010

**SCHEDULE B**

**Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Applic. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
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	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 ONLINE	U.S.	76/195,380	01/18/01	2,614,443	09/03/02
Hyland Software, Inc.	REDEFINING HIM EXCELLENCE	U.S.	77/571,805	09/17/08	3,704,323	11/03/09
Hyland Software, 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. <sup>1</sup>		U.S.	77/181,099	05/15/07		
Hyland Software, Inc.	CHARTVAULT	U.S.	78/317,631	10/23/03	2,974,019	07/19/05

<sup>1</sup> U.S. Trademark Application No. 77/181,099 was acquired from eWebHealth Inc. pursuant to the merger of eWebHealth Inc. with Hyland Software, Inc. Grantor will not update record title for this application from eWebHealth Inc. to Hyland Software, Inc. because Grantor will not be filing a Statement of Use by the December 22, 2010 deadline and will abandon this application.

Owner	Mark	Country	Applic. No.	Filing Date	Reg. No.	Reg. Date
Hyland Software, Inc.	VCHART	U.S.	76/170,093	11/22/00	3,018,874	11/29/05
Hyland Software, Inc.	ICOPY	U.S.	75/916,753	02/11/00	2,572,731	05/28/02
Hyland Software, Inc.	PAPERS	U.S.	74/612,193	12/19/94	1,994,581	08/20/96



SCHEDULE C

Copyrights

Title	Reg. Date	Reg. Number	Owner
Admissions : v1.14.	12/11/02	TX 5-628-163	Hyland Software, Inc.
Valco business office : V2.01.	12/11/02	TX 5-628-162	Hyland Software, Inc.