

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYLAND SOFTWARE, INC.		11/02/2011	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: 1			
Property Type	Number	Word Mark	
Serial Number:	85398738	AFRM	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5109		
Phone:	650-838-3743		
Email:	jlik@shearman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michael Jokic		
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:	MICHAEL JOKIC		
Signature:	/MICHAEL JOKIC/		

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 REEL: 004657 FRAME: 0368

Date:

11/08/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (“*IP Security Agreement Supplement*”) dated November 2, 2011, is made by the Person listed on the signature page hereof (the “*Grantor*”) 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, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated December 17, 2010 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated December 17, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the 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 “*Additional 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) all 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 foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule VI to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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.

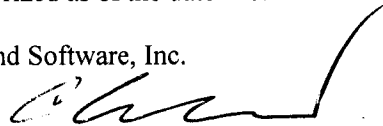
SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 Supplement 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 Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Hyland Software, Inc.



By

Name: Chris Hyland
Title: CFO/EVP

Address for Notices:

28500 Clemens Road
Westlake, OH 44145

SCHEDULE A

Issued Patents:

<u>Owner</u>	<u>Patent Title (Description)</u>	<u>Country</u>	<u>App. No. / Patent No.</u>	<u>Issue Date</u>
Hyland Software, Inc.	Computer-Implemented Workflow Replayer System and Method	U.S.	8,032,831	10/4/2011

Patent Applications:

<u>Owner</u>	<u>Patent Title (Description)</u>	<u>Country</u>	<u>App. No. / Patent No.</u>	<u>Filing Date / Reg. Date</u>
Hyland Software, Inc.	Computer-Implemented Systems and Methods for Financial Close Management	U.S.	61525507	08/19/2011

SCHEDULE B

Issued Trademarks

Owner	Mark	Country	Reg. No.	Reg. Date
Hyland Software, Inc.	OnBase	Puerto Rico	74156	12/14/2010
Hyland Software, Inc.	OnBase	Puerto Rico	74157	12/14/2010

Trademark Registrations

Owner	Mark	Country	Applic. No.	Filing Date	Reg. No.	Reg. Date
Hyland Software, Inc.	Hyland Software	Brazil	830833234	11/04/2010		
Hyland Software, Inc.	OnBase	Brazil	830833242	11/04/2010		
Hyland Software, Inc.	AFRM	United States	85398738	08/16/2011		
Hyland Software, Inc.	Hyland Software	Community Trademarks	9496027	11/04/2010	9496027	04/19/2011

SCHEDULE CCopyright Registrations

Title	Reg. Date	Reg. Number	Owner
Workflow Administrations/Introduction to Workflow Manual	05/20/2011	TX-7-374-178	Hyland Software, Inc.
Introduction to Install Workbook	05/20/2011	TX-7-374-369	Hyland Software, Inc.
Introduction to Install Manual	05/20/2011	TX-7-374-371	Hyland Software, Inc.
Installer Certification – Hillanger Technical Systems Workbook	05/20/2011	TX-7-374-379	Hyland Software, Inc.
Installer Certification Manual	05/20/2011	TX-7-374-377	Hyland Software, Inc.
Installer Certification Workbook	05/20/2011	TX-7-374-374	Hyland Software, Inc.
Workflow Design Manual and Workflow Design/Workflow Certification Lab Workbook	05/20/2011	TX-7-374-380	Hyland Software, Inc.
Supporting OnBase Workbook	05/20/2011	TX-7-374-185	Hyland Software, Inc.
System Administration for Healthcare Solutions Workbook	05/20/2011	TX-7-374-181	Hyland Software, Inc.
Workflow Administration Lab Workbook	05/20/2011	TX-7-374-179	Hyland Software, Inc.

Title	Reg. Date	Reg. Number	Owner
System Administration Workbook	05/20/2011	TX-7-374-363	Hyland Software, Inc.
Workflow Certification Manual and Lab Workbook	05/20/2011	TX-7-374-177	Hyland Software, Inc.
System Administration Manual	05/20/2011	TX-7-374-366	Hyland Software, Inc.
Advanced System Administration Lab Workbook	05/20/2011	TX-7-405-784	Hyland Software, Inc.
OnBase API Training & Certification Training Manual	05/20/2011	TX-7-379-090	Hyland Software, Inc.
Hyland.com	04/29/2011	TX-7-392-657	Hyland Software, Inc.