

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (FIRST LIEN)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE		10/25/2012	SWISS BANK: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	HSI MERGERSUB, INC.
<b>Street Address:</b>	28500 CLEMENS ROAD
<b>City:</b>	WESTLAKE
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44145
<b>Entity Type:</b>	CORPORATION: OHIO

  

<b>Name:</b>	HSI HOLDINGS II, INC.
<b>Street Address:</b>	28500 CLEMENS ROAD
<b>City:</b>	WESTLAKE
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44145
<b>Entity Type:</b>	CORPORATION: DELAWARE

  

<b>Name:</b>	HYLAND SOFTWARE, INC.
<b>Street Address:</b>	28500 CLEMENS ROAD
<b>City:</b>	WESTLAKE
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44145
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3010346	HYLAND SOFTWARE
Registration Number:	2273700	HYLAND SOFTWARE

CH \$315.00 3010346

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**

Fax Number: 6508385109  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 650-838-3743  
Email: JLIK@SHEARMAN.COM  
Correspondent Name: BENJAMIN PETERSEN  
Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR  
Address Line 2: SHEARMAN & STERLING LLP  
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	35610/12826
NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	10/31/2012

**Total Attachments: 7**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (the “**Release**”) dated October 25, 2012, is made by 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 in favor of HSI MERGERSUB, INC., HSI HOLDINGS II, INC., AND HYLAND SOFTWARE, INC. (collectively, the “**Grantors**”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement.

WHEREAS, HSI MergerSub, Inc., an Ohio corporation, entered into 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 “**Credit Agreement**”), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, pursuant to the Credit Agreement and Security Agreement (as defined in the Credit Agreement), that certain Intellectual Property Security Agreement, dated as of July 31, 2007 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**IP Security Agreement**”), that certain IP Security Agreement Supplement, dated as of June 23, 2009 (the “**First IP Security Agreement Supplement**”), that certain IP Security Agreement Supplement, dated as of March 19, 2010 (the “**Second IP Security Agreement Supplement**”), and that certain IP Security Agreement Supplement, dated as of October 12, 2010 (the “**Third IP Security Agreement Supplement**”), the Grantors granted to the Collateral Agreement for the ratable benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on June 10, 2008, at Reel 021094 and Frames 0633-0643, with respect to U.S. patents and patent applications; and at Reel 003795 and Frames 0760-0770, with respect to U.S. trademarks and trademark applications;

WHEREAS, the First IP Security Agreement Supplement was recorded with the United States Copyright Office on August 4, 2009, at Reel 3581 and Frame 867;

WHEREAS, the Second IP Security Agreement Supplement was recorded with the United States Patent and Trademark Office on March 26, 2010, at Reel 024147 and Frames 0652-0659, with respect to U.S. patents and patent applications; and at Reel 004174 and Frames 0969-0976, with respect to U.S. trademarks and trademark applications;

WHEREAS, the Third IP Security Agreement Supplement was recorded with the United States Patent and Trademark Office on October 15, 2010, at Reel 025137 and Frames 0944-0950, with respect to U.S. patents and patent applications; and at Reel 004297 and Frames 0657-0663, with respect to U.S. trademarks and trademark applications;

WHEREAS, in accordance with the provisions of the Credit Agreement and the IP Security Agreement, the Collateral Agent now desire to release its security interest in and to the Collateral (as defined below).

*IP Security Agreement Release – First Lien*

**TRADEMARK**  
**REEL: 004891 FRAME: 0291**

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

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantors its security interest in all of the Grantors' right, title and interest in and to the following (the "*Collateral*"):

(i) all patents and patent applications, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) all trademarks and service mark rights, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, 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. 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.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CREDIT SUISSE AG  
Cayman Islands Branch,  
as Collateral Agent

By: JD Toronto

Name: **John D. Toronto**  
Title: **Managing Director**

By: Vipul Dhadda

Name: **VIPUL DHADDA**  
Title: **ASSOCIATE**

SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT RELEASE

UNITED STATES PATENTS

<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.	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

*IP Security Agreement Release – First Lien*

**TRADEMARK**  
**REEL: 004891 FRAME: 0294**

SCHEDULE B TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT RELEASE

UNITED STATES TRADEMARKS

Owner	Mark	Country	Applic. No.	Filing Date	Reg. No.	Reg. 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	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>	 eWebHealth	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
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

*IP Security Agreement Release – First Lien*

**TRADEMARK**  
**REEL: 004891 FRAME: 0296**



SCHEDULE C TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT RELEASE

UNITED STATES 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.

*First Lien IP Security Agreement Release*