

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.		10/25/2012	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:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4089297	AFRM
Registration Number:	4165566	BE REMARKABLE
Registration Number:	2974019	CHARTVAULT
Registration Number:	3756427	EWEBHEALTH
Registration Number:	3831139	HELMSLEYSPEAR
Registration Number:	3010346	HYLAND SOFTWARE
Registration Number:	2273700	HYLAND SOFTWARE
Registration Number:	2572731	ICOPY
Registration Number:	3010345	ONBASE
Registration Number:	1902494	ONBASE
Registration Number:	2614443	ONBASE ONLINE
Registration Number:	1994581	PAPERS
Registration Number:	3704323	REDEFINING HIM EXCELLENCE
Serial Number:	85733701	WHERE YOUR INFORMATION FINDS YOU

CH \$365.00 4089297

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:	11/01/2012

Total Attachments: 9

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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 October 25, 2012, 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 October 25, 2012 (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 October 25, 2012, 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.

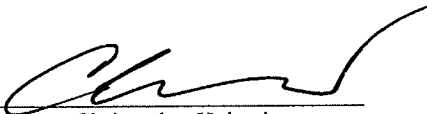
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral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

HYLAND SOFTWARE, INC.

By



Name: Christopher Hyland
Title: Chief Financial Officer

Address for notices:
Hyland Software, Inc.
28500 Clemens Road
Westlake, Ohio 44145
Attn: Chris Hyland and Tim Pembridge
Telephone: (440) 788-5000
Telecopy: (440) 788-5198

with a copy to (which shall not
constitute notice to Grantor):

Thoma Bravo
600 Montgomery Street, 32nd Floor
San Francisco, CA 94111
Attn: Orlando Bravo
Telephone: (415) 263-3660
Telecopy: (415) 392-6480

Kirkland & Ellis LLP
555 California Street
San Francisco, CA 94104-1501
Attn: Francesco Penati, Esq.
Telephone: (415) 439-1400
Telecopy: (415) 439-1500

Hyland – IP Security Agreement

TRADEMARK
REEL: 004892 FRAME: 0422


EXHIBIT A

Patents and Patent Applications

Title	Country	Application Number/Date	Patent/ Publication Number/Date	Status	Owner
COMPUTER-IMPLEMENTED WORKFLOW REPLAYER SYSTEM AND METHOD	US	10952643 9/29/2004	8032831 10/4/2011	Granted	Hyland Software, Inc.
SYSTEM AND METHOD FOR SCANNING A DOCUMENT IN CLIENT/SERVER ENVIRONMENT	US	09497383 2/3/2000	7765271 7/27/2010	Granted	Hyland Software, Inc.
COMPUTER-IMPLEMENTED MEDICAL INFORMATION INDEXING SYSTEM AND METHOD	US	11084710 3/18/2005	7644091 1/5/2010	Granted	Hyland Software, Inc.

EXHIBIT B

Trademark and Service Mark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Intl. Class	Status	Current Owner
AFRM	US	85398738 8/16/2011	4089297 1/17/2012	9	Registered	Hyland Software, Inc.
BE REMARKABLE Design 	US	85278198 6/26/2012	4165566 6/26/2012	42	Registered	Hyland Software, Inc.
CHARTVAULT	US	78317631 10/23/2003	2974019 7/19/2005	42, 44	Registered	Hyland Software, Inc.
EWEBHEALTH	US	77181104 5/17/2007	3756427 3/9/2010	35, 42, 44	Registered	Hyland Software, Inc.
HELMSLEYSPEAR	US	77893573 8/10/2010	3831139 8/10/2010	36, 37	Registered	HSI Holdings, LLC
HYLAND SOFTWARE	US	76608765 8/23/2004	3010346 11/1/2005	42	Registered	Hyland Software, Inc.
HYLAND SOFTWARE	US	75409117 12/22/1997	2273700 8/31/1999	9	Registered	Hyland Software, Inc.
ICOPY	US	75916753 2/11/2000	2572731 5/28/2002	9	Registered	Hyland Software, Inc.
ONBASE	US	76608764 8/23/2004	3010345 11/1/2005	42	Registered	Hyland Software, Inc.
ONBASE	US	74498376 3/8/1994	1902494 7/4/1995	9	Registered	Hyland Software, Inc.
ONBASE ONLINE	US	76195380 1/18/2001	2614443 9/2/2002	35, 42	Registered	Hyland Software, Inc.
PAPERS	US	74612193 12/19/1994	1994581 8/20/1996	9	Registered	Hyland Software, Inc.
REDEFINING HIM EXCELLENCE	US	77571805 9/17/2008	3704323 11/3/2009	35, 42, 44	Registered	Hyland Software, Inc.
WHERE YOUR INFORMATION FINDS YOU	US	85733701 9/20/2012		9, 42	Pending	Hyland Software, Inc.
SIRE TECHNOLOGIES (Stylized)	US State UTAH	6794549- 0190 10/22/2007	6794549- 0190 10/22/2007		Registered	Hyland Software, Inc.
ONBASE	Australia	1481203 3/20/2012		9, 42	Pending	Hyland Software, Inc.
HYLAND SOFTWARE	Brazil	830833234 11/4/2010		42	Pending	Hyland Software, Inc.
HYLAND SOFTWARE	Brazil	824097920 10/5/2001	824097920 4/17/2007	9	Registered	Hyland Software, Inc.
ONBASE	Brazil	830833242 11/4/2010		42	Pending	Hyland Software, Inc.
ONBASE	Brazil	824097939	824097939	9	Registered	Hyland Software, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Intl. Class	Status	Current Owner
		10/5/2001	4/17/2007			
ONBASE	Canada	1569020000 3/15/2012		9, 42	Pending	Hyland Software, Inc.
HYLAND SOFTWARE	China	7207448 2/19/2009	7207448 10/28/2010	9	Registered	Hyland Software, Inc.
HYLAND SOFTWARE	China	7207446 2/19/2009	7207446 11/21/2010	42	Registered	Hyland Software, Inc.
ONBASE	China	7207450 2/19/2009	7207450 10/28/2010	9	Registered	Hyland Software, Inc.
ONBASE	China	7207444 2/19/2009	7207444 11/21/2010	42	Registered	Hyland Software, Inc.
ONBASE	Colombia	93644-12 6/4/2012			Pending	Hyland Software, Inc.
ONBASE	Colombia	93645-12 6/4/2012			Pending	Hyland Software, Inc.
HYLAND SOFTWARE	CTM	9496027 11/4/2010	9496027 4/19/2011	9, 42	Registered	Hyland Software, Inc.
ONBASE	CTM	4003265 8/30/2004	4003265 10/19/2005	9, 37, 42	Registered	Hyland Software, Inc.
HYLAND SOFTWARE	India	1779052 1/29/2009		9	Objected	Hyland Software, Inc.
HYLAND SOFTWARE	India	1779055 1/29/2009		42	Pending	Hyland Software, Inc.
ONBASE	India	1779053 1/29/2009		42	Objected	Hyland Software, Inc.
ONBASE	India	1779054 1/29/2009		9	Objected	Hyland Software, Inc.
ONBASE	Japan	2004071941 8/4/2004	4851322 3/25/2005	9	Registered	Hyland Software, Inc.
ONBASE	Japan	2004-52936 3/11/2005	4844971 3/11/2005	42	Registered	Hyland Software, Inc.
ONBASE	Malaysia	2012054087 6/6/2012			Pending	Hyland Software, Inc.
ONBASE	Malaysia	2012054088 6/6/2012			Pending	Hyland Software, Inc.
ONBASE	Mexico	1285301 6/21/2012		9	Pending	Hyland Software, Inc.
ONBASE	Mexico	1285303 6/21/2012		42	Pending	Hyland Software, Inc.
ONBASE	New Zealand	955930 3/20/2012	955930 9/21/2012	9, 42	Pending	Hyland Software, Inc.
ONBASE	Philippines	42012003586 3/21/2012		9, 42	Pending	Hyland Software, Inc.
ONBASE	Puerto Rico	74156 12/14/2010				Hyland Software, Inc.
ONBASE	Puerto Rico	74157 12/14/2010				Hyland Software, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Intl. Class	Status	Current Owner
HYLAND SOFTWARE	Puerto Rico	74158 12/14/2010				Hyland Software, Inc.
HYLAND SOFTWARE	Puerto Rico	74159 12/14/2010				Hyland Software, Inc.
HYLAND SOFTWARE	Puerto Rico		8452 8/31/1999			Hyland Software, Inc.
ONBASE ONLINE	Puerto Rico		8451 9/3/2002			Hyland Software, Inc.
ONBASE	Singapore	T1204807E 4/5/2012		9, 42	Pending	Hyland Software, Inc.
ONBASE	South Africa	2012/12865- 6 5/17/2012			Pending	Hyland Software, Inc.
ON BASE	South Korea	45-2012- 0001730 4/4/2012		9, 42	Pending	Hyland Software, Inc.

EXHIBIT C

Copyright Registrations and Applications

Title	Registration No./Date	Registrant
ONBASE 3.7	TXU1804295 4/2/2012	Hyland Software, Inc.
ONBASE 3.6	TXU1804293 4/2/20112	Hyland Software, Inc.
ONBASE8.2.2	TXU1804172 4/2/2012	Hyland Software, Inc.
ONBASE 10.0.1	TXU1804152 4/2/2012	Hyland Software, Inc.
ONBASE 7.2	TXU1804131 4/2/2012	Hyland Software, Inc.
ONBASE 6.2	TXU1804121 4/2/2012	Hyland Software, Inc.
ONBASE 6.4	TXU1804119 4/2/2012	Hyland Software, Inc.
ONBASE 5.0.1	TXU1804118 4/2/2012	Hyland Software, Inc.
ONBASE 9.0.1	TXU1804117 4/2/2012	Hyland Software, Inc.
ONBASE 11.0.1	TXU1804109 4/2/2012	Hyland Software, Inc.
ONBASE 5.1.	TXU1804107 4/2/2012	Hyland Software, Inc.
ONBASE 9.2.1	TXU1804099 4/2/2012	Hyland Software, Inc.
ONBASE 3.5.3	TXU1804095 4/2/2012	Hyland Software, Inc.
ONBASE 3.5.2	TXU1804089 4/2/2012	Hyland Software, Inc.
ONBASE 3.9	TXU1804087 4/2/2012	Hyland Software, Inc.
ONBASE 7.3	TXU1804085 4/2/2012	Hyland Software, Inc.
ONBASE 3.5.4	TXU1804082 4/2/2012	Hyland Software, Inc.
ADVANCED SYSTEM ADMINISTRATION LAB WORKBOOK	TX7405784 5/20/2011	Hyland Software, Inc.
HYLAND.COM	TX7392657 4/11/2010	Hyland Software, Inc.
ONBASE API TRAINING & CERTIFICATION TRAINING MANUAL	TX7379090 5/20/2011	Hyland Software, Inc.

Title	Registration No./Date	Registrant
WORKFLOW DESIGN MANUAL AND WORFLOW DESIGN/CERTIFICATION LAB WORKBOOK	TX7374380 5/20/2011	Hyland Software, Inc.
INSTALLER CERTIFICATION - HILLANGER TECHNICAL SYSTEMS WORKBOOK	TX7374379 8/19/2009	Hyland Software, Inc.
INSTALLER CERTIFICATION MANUAL	TX7374377 5/20/2011	Hyland Software, Inc.
INSTALLER CERTIFICATION WORKBOOK	TX7374371 1/29/2010	Hyland Software, Inc.
INSTALLER CERTIFICATION WORKBOOK	TX7374374 5/20/2011	Hyland Software, Inc.
INTRODUCTION TO INSTALL WORKBOOK	TX7374369 5/20/2011	Hyland Software, Inc.
SYSTEM ADMINISTRATION MANUAL	TX7374366 5/20/2011	Hyland Software, Inc.
SYSTEMS ADMINISTRATION WORKBOOK	TX7374363 5/20/2011	Hyland Software, Inc.
SUPPORTING ONBASE WORKBOOK	TX7374185 5/20/2011	Hyland Software, Inc.
SYSTEM ADMINISTRATION FOR HEALTHCARE SOLUTIONS WORKBOOK	TX7374181 5/20/2011	Hyland Software, Inc.
WORKFLOW ADMINISTRATION LAB WORKBOOK	TX7374179 5/20/2011	Hyland Software, Inc.
WORKFLOW ADMINISTRATION/INTRODUCTION TO WORKFLOW MANUAL	TX7374178 5/20/2011	Hyland Software, Inc.
WORKFLOW CERTIFICATION MANUAL AND LAB WORKBOOK	TX7374177 5/20/2011	Hyland Software, Inc.
ADMISSIONS: V1.14	TX5628163 12/11/2002	Hyland Software, Inc.
VALCO BUSINESS OFFICE: V2.01	TX5628162 12/11/2002	Hyland Software, Inc.