

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYLAND SOFTWARE, INC.		07/24/2013	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: 2			
Property Type	Number	Word Mark	
Serial Number:	85916210	SIRE	
Registration Number:	4334617	WHERE YOUR INFORMATION FINDS YOU	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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/		

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TRADEMARK

Date:

08/06/2013

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (the “*IP Security Agreement Supplement*”) dated July 24, 2013 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 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, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated October 25, 2012 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 October 25, 2012 (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 the 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 the 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 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, indemnification, 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: Chief Financial Officer &
Executive Vice President

Address for Notices:
28500 Clemens Road
Westlake, Ohio 44145

SCHEDULE A

PATENTS

Title	Number	Registration/Application Date	Claimant	Description
Computer-Implemented Document Manager Application Enabler System and Method	8,375,324	Registration Date: 2/12/2013	Hyland Software, Inc.	A computer-implemented system and method for retrieving documents stored in a document management system based upon data from an application.
Display Panel with a Graphical User Interface	29448368	Application - 3/12/2013	Hyland Software, Inc.	Application for design patent.
Display Panel with a Graphical User Interface	29448377	Application – 3/12/2013	Hyland Software, Inc.	Application for design patent
Display Panel with a Graphical User Interface	29448387	Application – 3/12/2013	Hyland Software, Inc.	Application for design patent.
Enterprise Content Management Deployment, Collaboration, and Proposal Tool	13774005	Application – 2/22/2013	Hyland Software, Inc.	Utility patent application

SCHEDULE B

TRADEMARKS

Mark	Country	Number	Registration/Application Date	Claimant
OnBase	Republic of Korea	45-2013-0001186	Filing Date: 3/5/2013	Hyland Software, Inc.
On Base	Republic of Korea	45-2012-0001730	Registration Date: 3/22/2013	Hyland Software, Inc.
OnBase	Philippines	4-2012-003586	Registration Date – 7/5/2012	Hyland Software, Inc.
OnBase	Mexico	1325891	Registration Date 10/31/2012	Hyland Software, Inc.
OnBase	Mexico	135722		
OnBase	Colombia	12093645	Registration Date 10/17/2012	Hyland Software, Inc.
OnBase	Colombia	12093644	Registration Date 10/17/2012	Hyland Software, Inc.
OnBase	Singapore	T1204807E	Registration Date: 4/5/2012	Hyland Software, Inc.
OnBase	Australia	1481203	Registration Date: 3/20/2012	Hyland Software, Inc.
OnBase	Canada	1569020	Registration Date: 3/21/2013	Hyland Software, Inc.
OnBase	Switzerland	645884	Registration Date: 7/8/2013	Hyland Software, Inc.
OnBase	UAE	174678	Application Date: 6/4/2012	Hyland Software, Inc.
OnBase	UAE	174681	Application Date: 6/4/2012	Hyland Software, Inc.
Where Your Information Finds You	United States	4334617	Registration Date: May 14, 2013	Hyland Software, Inc.
Hyland Software	Singapore	T1305674H	Application Date: 4/10/2013	Hyland Software, Inc.
OnBase	Panama	222108-01	Application Date: 4/11/2013	Hyland Software, Inc.
OnBase	Panama	222109-01	Application Date: 4/11/2013	Hyland Software, Inc.
Hyland Software	Panama	222110-01	Application Date: 4/11/2013	Hyland Software, Inc.
Hyland Software	Panama	222111-01	Application Date: 4/11/2013	Hyland Software, Inc.
Hyland Software	New Zealand	976003	Application Date - 4/19/2013	Hyland Software, Inc.
Hyland	Australia	1552783	Application Date -	Hyland Software,

Software			4/19/2013	Inc.
OnBase	Chile	1054240	Application Date – 4/23/2013	Hyland Software, Inc.
OnBase	Chile	1054241	Application Date – 4/23/2013	Hyland Software, Inc.
OnBase	Argentina	3240723	Application Date – 4/23/2013	Hyland Software, Inc.
OnBase	Argentina	3240724	Application Date – 4/23/2013	Hyland Software, Inc.
SIRE	United States	85916210	Application Date – 4/26/2013	Hyland Software, Inc.

SCHEDULE C

COPYRIGHTS

Title	Application No.	Application Date
OnBase 12	1-926985511	4/26/2012