

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HYLAND SOFTWARE, INC.		07/01/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE		
<b>Street Address:</b>	ELEVEN MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4089297	AFRM	
<b>Registration Number:</b>	4082721	ANYAPP	
<b>Registration Number:</b>	2805085	ANYDOC	
<b>Registration Number:</b>	4165566	BE REMARKABLE	
<b>Registration Number:</b>	4012403	CAPTUREIT	
<b>Registration Number:</b>	2974019	CHARTVAULT	
<b>Registration Number:</b>	4045539	DESIGNIT	
<b>Registration Number:</b>	3756427	EWEBHEALTH	
<b>Registration Number:</b>	4049299	EXCHANGEIT	
<b>Registration Number:</b>	3010346	HYLAND SOFTWARE	
<b>Registration Number:</b>	2273700	HYLAND SOFTWARE	
<b>Registration Number:</b>	4100467	IACONNECT	
<b>Registration Number:</b>	2572731	ICOPY	
<b>Registration Number:</b>	3360249	INFINIWORX	
<b>Registration Number:</b>	3010345	ONBASE	
<b>Registration Number:</b>	1902494	ONBASE	
<b>Registration Number:</b>	2614443	ONBASE ONLINE	
<b>Registration Number:</b>	1994581	PAPERS	
<b>Registration Number:</b>	4082722	QUICKAPP	

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Property Type	Number	Word Mark
Registration Number:	3704323	REDEFINING HIM EXCELLENCE
Registration Number:	4100468	REQCONNECT
Registration Number:	4048798	VERIFYIT
Registration Number:	3815919	VIRTUAL MULTI-STREAM
Registration Number:	4334617	WHERE YOUR INFORMATION FINDS YOU
Registration Number:	4450954	SIRE

**CORRESPONDENCE DATA**

**Fax Number:** 6508385109  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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

<b>ATTORNEY DOCKET NUMBER:</b>	35610/12826
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/
<b>DATE SIGNED:</b>	07/14/2015

**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 July 1, 2015, 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, HSI MergerSub DE, Inc., a Delaware corporation, Hyland Software, Inc., an Ohio corporation and HSI Holdings II, Inc., a Delaware corporation, have entered into a Senior Secured Second Lien Credit Agreement dated as of July 1, 2015 (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, each Grantor has executed and delivered that certain Security Agreement dated July 1, 2015, 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.

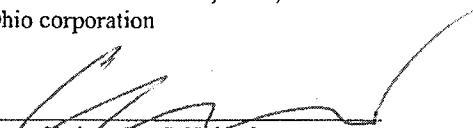
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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.,**  
an Ohio corporation

By:   
Name: Christopher J. Hyland  
Title: Chief Financial Officer

Address for notices:  
28500 Clemens Road  
Westlake, Ohio 44145  
P: 888-495-2638  
F: 440-788-5100

[Signature Page to IP Security Agreement (2nd Lien)]

Schedule A


Patents and Patent Applications

<b>Title</b>	<b>Country</b>	<b>Application Number/Date</b>	<b>Patent/ Publication Number/Date</b>	<b>Status</b>	<b>Owner</b>
COMPUTER-IMPLEMENTED WORKFLOW REPLAYER SYSTEM AND METHOD	US	10952643 9/29/2004	8,032,831 10/4/2011	Granted	Hyland Software, Inc.
SYSTEM AND METHOD FOR SCANNING A DOCUMENT IN CLIENT/SERVER ENVIRONMENT	US	09497383 2/3/2000	7,765,271 7/27/2010	Granted	Hyland Software, Inc.
COMPUTER-IMPLEMENTED MEDICAL INFORMATION INDEXING SYSTEM AND METHOD	US	11084710 3/18/2005	7,644,091 1/5/2010	Granted	Hyland Software, Inc.
AUTOMATED CHECK DETECTION AND CROPPING	US	12/538,552 08/10/2009	8,155,425 04/10/2012	Granted	Hyland Software, Inc.
CHECK BOUNDARY DETECTION BY STRING LITERAL ANALYSIS	US	13/422,463 07/05/2012	8,605,982 12/10/2013	Granted	Hyland Software, Inc.
COMPUTER-IMPLEMENTED DOCUMENT MANAGER APPLICATION ENABLER SYSTEM AND METHOD	US	11/25/2002	8,375,324 02/12/2013	Granted	Hyland Software, Inc.
COMPUTER-IMPLEMENTED DOCUMENT MANAGER APPLICATION ENABLER SYSTEM AND METHOD	US	03/18/2004	8,566,313 10/22/2013	Granted	Hyland Software, Inc.
DOCUMENT MANAGER SYSTEM AND METHOD	US	03/03/2003	8,566,698 10/22/2013	Granted	Hyland Software, Inc.
Display Panel with Graphical User Interface (Design)	US	D/448,377 03/12/2013	D710869 08/12/2014	Granted	Hyland Software, Inc.
Display Panel with Graphical User Interface (Design)	US	D/448,368 03/12/2013	D710868 08/12/2014	Granted	Hyland Software, Inc.
Ultrasound Imaging System and Method	US	14,665,194 03/23/2015		Pending	Hyland Software, Inc.
Display Panel with Graphical User Interface (Design)	US	29/581,817 02/27/2015		Pending	Hyland Software, Inc.
Computer-Implemented Systems and Methods for Financial Close Management	US	13/589,212 08/12/2012		Pending	Hyland Software, Inc.

Title	Country	Application Number/Date	Patent/ Publication Number/Date	Status	Owner
Computer-Implemented Document Manager Application Enabler System and Method	US	13/650,646 10/12/2012		Pending	Hyland Software, Inc.
Enterprise Content Management Deployment, Collaboration, and Proposal Tool	US	13774005 02/22/2013		Pending	Hyland Software, Inc.
Enterprise Content Management (ECM) Solutions Tool and Method	US	13/717,861 12/18/2012		Pending	Hyland Software, Inc.
Display Panel with a Graphical User Interface	US	29448387 3/12/2013		Pending	Hyland Software, Inc.
Display Screen with a Graphical User Interface	US	29/581,817 2/27/2015		Pending	Hyland Software, Inc.
Display Screen with a Graphical User Interface	US	29/518816 2/27/2015		Pending	Hyland Software, Inc.

Schedule

Trademarks and Trademark 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.
ANYAPP	US	85286547 4/5/2011	4082721 1/10/12	9	Registered	Hyland Software, Inc.
ANYDOC	US	78230722 3/27/2003	2805085 1/13/2004	9	Registered	Hyland Software, Inc.
BE REMARKABLE Design 	US	85278198 6/26/2012	4165566 6/26/2012	42	Registered	Hyland Software, Inc.
CAPTUREIT	US	85225371 1/25/2011	4012403 8/16/2011	9	Registered	Hyland Software, Inc.
CHARTVAULT	US	78317631 10/23/2003	2974019 7/19/2005	42, 44	Abandoned	Hyland Software, Inc.
DESIGNIT	US	85298609 4/19/2011	4045539 10/25/2011	9	Registered	Hyland Software, Inc.
EWEBHEALTH	US	77181104 5/17/2007	3756427 3/9/2010	35, 42, 44	Registered	Hyland Software, Inc.
EXCHANGEIT	US	85294975 4/14/2011	4049299 11/1/2011	9	Registered	Hyland Software, Inc.
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.
IACONNECT	US	76705901 1/3/2011	4100467 2/21/2012	9	Registered	Hyland Software, Inc.
ICOPY	US	75916753 2/11/2000	2572731 5/28/2002	9	Abandoned	Hyland Software, Inc.
INFINIWORX	US	77021653 10/16/2006	3360249 12/25/2007	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.
QUICKAPP	US	85286582 4/5/2011	4082722 1/10/2012	9	Registered	Hyland Software, Inc.



Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Intl. Class	Status	Current Owner
REDEFINING HIM EXCELLENCE	US	77571805 9/17/2008	3704323 11/3/2009	35, 42, 44	Abandoned	Hyland Software, Inc.
REQCONNECT	US	76705902 1/3/2011	4100468 2/21/2012	9	Registered	Hyland Software, Inc.
V ERIFYIT	US	85285110 4/4/2011	4048798 11/1/2011	9	Registered	Hyland Software, Inc.
VIRTUAL MULTI- STEAM	US	77793257 6/30/2009	3815919 7/6/2010	9	Registered	Hyland Software, Inc.
WHERE YOUR INFORMATION FINDS YOU	US	85733701 9/20/2012	4334617 5/14/2013	9, 42	Registered	Hyland Software, Inc.
SIRE TECHNOLOGIES (Stylized)	US State UTAH	6794549- 0190 10/22/2007	6794549- 0190 10/22/2007		Registered	Hyland Software, Inc.
SIRE	US	4/26/2013 85916210	4,450,954 12/17/2013	9, 42	Registered	Hyland Software, Inc.

Schedule C

Copyrights and Copyright Applications

<b>Title</b>	<b>Registration No./Date</b>	<b>Registrant</b>
OnBase 13	TXu001905069 3/3/2014	Hyland Software, Inc.
OnBase 12	TXU 1-865-208 4/26/2013	Hyland Software, Inc.
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.

Title	Registration No./Date	Registrant
ONBASE API TRAINING & CERTIFICATION TRAINING MANUAL	TX7379090 5/20/2011	Hyland Software, Inc.
WORKFLOW DESIGN MANUAL AND WORKFLOW 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.