

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347964

| | | | |
|-----------------------------------|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST LIEN) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HYLAND SOFTWARE, INC. | | 07/01/2015 | 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: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4089297 | AFRM | |
| Registration Number: | 4082721 | ANYAPP | |
| Registration Number: | 2805085 | ANYDOC | |
| Registration Number: | 4165566 | BE REMARKABLE | |
| Registration Number: | 4012403 | CAPTUREIT | |
| Registration Number: | 2974019 | CHARTVAULT | |
| Registration Number: | 4045539 | DESIGNIT | |
| Registration Number: | 3756427 | EWEBHEALTH | |
| Registration Number: | 4049299 | EXCHANGEIT | |
| Registration Number: | 3010346 | HYLAND SOFTWARE | |
| Registration Number: | 2273700 | HYLAND SOFTWARE | |
| Registration Number: | 4100467 | IACONNECT | |
| Registration Number: | 2572731 | ICOPY | |
| Registration Number: | 3360249 | INFINIWORX | |
| Registration Number: | 3010345 | ONBASE | |
| Registration Number: | 1902494 | ONBASE | |
| Registration Number: | 2614443 | ONBASE ONLINE | |
| Registration Number: | 1994581 | PAPERS | |
| Registration Number: | 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

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 35610/12826 |
| NAME OF SUBMITTER: | BENJAMIN PETERSEN |
| SIGNATURE: | /BENJAMIN PETERSEN/ |
| DATE SIGNED: | 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 First 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 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 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 (1st Lien)]

Schedule 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 | 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

| Title | Registration No./Date | Registrant |
|---|------------------------------|-----------------------|
| 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. |