

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370580

|   |                                     |                       |                                     |
|---|-------------------------------------|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>                  |
| J & H Enterprises, LLC  |                                     | 01/26/2016            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                                     |
| <b>Name:</b>  | SaaS Capital Funding II, LLC        |                       |                                     |
| <b>Street Address:</b>  | 810 Seventh Avenue                  |                       |                                     |
| <b>Internal Address:</b>  | Suite 2005                          |                       |                                     |
| <b>City:</b>  | New York                            |                       |                                     |
| <b>State/Country:</b>   | NEW YORK                            |                       |                                     |
| <b>Postal Code:</b>   | 10019                               |                       |                                     |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: DELAWARE |                       |                                     |
| <b>PROPERTY NUMBERS Total: 3</b>  |                                     |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 4099753                             | VIIAD COMPASS         |                                     |
| <b>Registration Number:</b>   | 3700423                             | VIIAD                 |                                     |
| <b>Registration Number:</b>   | 3483255                             | HEALTH TICKET         |                                     |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                                     |
| <b>Fax Number:</b>  | 9374436635                          |                       |                                     |
| <i>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.</i> |                                     |                       |                                     |
| <b>Email:</b>   | ipdocket@thompsonhine.com           |                       |                                     |
| <b>Correspondent Name:</b>  | THOMPSON HINE LLP                   |                       |                                     |
| <b>Address Line 1:</b>  | 10050 Innovation Drive              |                       |                                     |
| <b>Address Line 2:</b>  | Suite 400                           |                       |                                     |
| <b>Address Line 4:</b>  | Dayton, OHIO 45342-4934             |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 079532.00041                        |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Ashley L. Pecora                    |                       |                                     |
| <b>SIGNATURE:</b>   | /Ashley L. Pecora/                  |                       |                                     |
| <b>DATE SIGNED:</b>   | 01/26/2016                          |                       |                                     |
| <b>Total Attachments: 9</b>   |                                     |                       |                                     |
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## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement is entered into as of January 26, 2016, by and between SaaS Capital Funding II, LLC (“Grantee”) and J & H Enterprises, LLC (“Grantor”).

### **RECITALS**

A. Grantee has agreed to make certain financial accommodations (the “Loans”) to Contract Analysis Systems, LLC (“Borrower”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Borrower dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”).

B. The term “Patents” means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term “Trademarks” means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Borrower connected with and symbolized by such trademarks, service marks and trade dress.

D. The term “Copyrights” means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term “Trade Secrets” means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Borrower under the Loan Agreement and other Loan Documents.

G. Grantor deems it to be in the direct pecuniary and business interests of Grantor that Borrower obtain from Grantee the financial accommodations provided for in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure Borrower’s and Grantor’s obligations under the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor’s right, title and interest in, to and under its Patents, Trademarks, Copyrights and Software (including

without limitation those Patents, Trademarks, Copyrights and Software listed on Exhibits A, B, C, and D respectively, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations in-part thereof, in each case whether now existing or hereafter acquired.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Grantee of any one or more of the rights, powers or remedies provided for herein, in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Grantee, of any or all other rights, powers or remedies.

Grantor agrees that any and all patents or patent rights owned by it as of the date of this Agreement, including but not limited to those listed in the Exhibits hereto, shall be assigned, transferred, or otherwise conveyed to VIIAD Systems, LLC or Borrower promptly following the registration of each such patent or patent right by Grantor.

Grantor agrees that any and all patents and trademarks currently owned by it as of the date of this Agreement, including but not limited to those listed on the Exhibits hereto, shall be assigned, transferred, or otherwise conveyed to VIIAD Systems, LLC or Borrower promptly, but in no case more than 30 days, following the date of this Agreement.

Subsequent to the date that is thirty (30) days from the date hereof, Grantor shall make no filings in respect of Patents, Trademarks, Copyrights or Software, except to the extent that such filings are necessary to assign, transfer or otherwise convey any Patents, Trademarks, Copyrights or Software owned by Grantor, John A. Zubak or Harvey Mitgang to VIIAD Systems, LLC or Borrower pursuant to the Loan Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

J & H ENTERPRISES, LLC

By: \_\_\_\_\_  
Name: John A. Lubak  
Title: Chief Executive Officer

Address of Grantor:

J & H Enterprises, LLC  
1170 Wheeler Way  
Suite 200  
Langhorne, Pennsylvania  
19047-3249  
Attention: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING II, LLC

By: \_\_\_\_\_  
Name:  
Title:

Address of Grantee:

SaaS Capital Funding II, LLC  
810 Seventh Avenue, Suite 2005  
New York, New York 10019  
Attention: Todd Gardner

288028

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

J & H ENTERPRISES, LLC

By: \_\_\_\_\_

Name: John A. Zubak

Title: Chief Executive Officer

Address of Grantor:

J & H Enterprises, LLC

1170 Wheeler Way

Suite 200

Langhorne, Pennsylvania

19047-3249

Attention: Chief Executive Officer

GRANTEE:

SAAS CAPITAL FUNDING II, LLC

By:  \_\_\_\_\_

Name: Todd Gardner

Title: President

Address of Grantee:

SaaS Capital Funding II, LLC

810 Seventh Avenue, Suite 2005

New York, New York 10019

Attention: Todd Gardner

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EXHIBIT A

Patents

| Patent  | Serial No. | Registration No. | Filing Date | Registration Date |
|---|------------|------------------|-------------|-------------------|
| Electronic Healthcare Information Management for On-Demand Healthcare | 2589622    | 2589622          | 5/23/2007   | 11/24/2015        |
| Electronic Healthcare Identification and Reconciliation               | 11/240872  | Pending          | 9/30/2005   |                   |
| Electronic Healthcare Identification and Reconciliation               | 2549619    | Pending          | 6/6/2006    |                   |
| Electronic Healthcare Identification Generation and Management        | 11/400929  | Pending          | 4/10/2006   |                   |
| Electronic Healthcare Information Management for On-Demand Healthcare | 11/805443  | Pending          | 5/23/2007   |                   |
| Management of Healthcare Information in a Quilted Healthcare Network  | 11/903087  | Pending          | 9/20/2007   |                   |
| Management of Healthcare Information in a Quilted Healthcare          | 2603609    | Pending          | 9/21/2007   |                   |

|   |           |         |           |  |
|---|-----------|---------|-----------|--|
| Network   |           |         |           |  |
| Electronic<br>Healthcare<br>Identification<br>Generation<br>and<br>Reconciliation | 12/362092 | Pending | 1/29/2009 |  |



EXHIBIT B

Trademarks

| Trademark        | Serial No. | Registration No. | Filing Date | Registration Date |
|------------------|------------|------------------|-------------|-------------------|
| VIIAD<br>COMPASS | 85/064,057 | 4099753          | 6/16/2010   | 2/14/2012         |
| VIIAD            | 78/871,305 | 3700423          | 4/27/2006   | 10/20/2009        |
| HEALTH<br>TICKET | 77/202,900 | 3483255          | 6/11/2007   | 8/12/2008         |
|                  |            |                  |             |                   |
|                  |            |                  |             |                   |
|                  |            |                  |             |                   |

Trade Names:

None

EXHIBIT C

Copyrights

| Copyright | Serial No. | Registration No. | Filing Date | Registration Date |
|-----------|------------|------------------|-------------|-------------------|
| None      |            |                  |             |                   |
|           |            |                  |             |                   |
|           |            |                  |             |                   |
|           |            |                  |             |                   |
|           |            |                  |             |                   |

EXHIBIT C

Software

None.