

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HYLAND SOFTWARE, INC.		07/07/2017	Corporation: OHIO

RECEIVING PARTY DATA

Name:	CREDIT SUISSE
Street Address:	ELEVEN MADISON AVENUE - 9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	87127349	AIRBASE
Serial Number:	87442019	MACKINAC
Serial Number:	85398738	AFRM
Serial Number:	85286547	ANYAPP
Serial Number:	78230722	ANYDOC
Serial Number:	85278198	BE REMARKABLE
Serial Number:	85225371	CAPTUREIT
Serial Number:	85298609	DESIGNIT
Serial Number:	85294975	EXCHANGEIT
Serial Number:	86675964	HYLAND
Serial Number:	86981443	HYLAND
Serial Number:	76608765	HYLAND SOFTWARE
Serial Number:	75409117	HYLAND SOFTWARE
Serial Number:	76705901	IACONNECT
Serial Number:	77021653	INFINIWORX
Serial Number:	76608764	ONBASE
Serial Number:	74498376	ONBASE
Serial Number:	86696621	ONBASE
Serial Number:	76195380	ONBASE ONLINE

CH \$665.00 87127349

Property Type	Number	Word Mark
Serial Number:	74612193	PAPERS
Serial Number:	85286582	QUICKAPP
Serial Number:	76705902	REQCONNECT
Serial Number:	86818219	SHAREBASE
Serial Number:	85916210	SIRE
Serial Number:	85733701	WHERE YOUR INFORMATION FINDS YOU
Registration Number:	4048798	VERIFYIT

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: DAVID O'STEEN

Address Line 1: 599 LEXINGTON AVENUE

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610/12826
NAME OF SUBMITTER:	DAVID O'STEEN
SIGNATURE:	/DAVID O'STEEN/
DATE SIGNED:	07/07/2017

Total Attachments: 8

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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 7, 2017, 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 Second Lien Credit Agreement dated as of July 7, 2017 (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 entry into Secured Hedge Agreements by the Hedge Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated July 7, 2017, made by the Grantor 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 Grantor has 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 Grantor, and has 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, the Grantor agrees as follows:

Grant of Security. the 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 for any Excluded Property (the "*Collateral*"):

the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

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 ("*ITU*") 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*");

the copyright registrations and applications set forth in Schedule C hereto (the "*Copyrights*");

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;

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

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.

Security for Obligations. The grant of a security interest in the Collateral by the 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.

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 record this IP Security Agreement.

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.

Grants, Rights and Remedies. This IP Security Agreement 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 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. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

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, the 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:

28500 Clemens Road
Westlake, Ohio 44145
P: 888-496-2638
F: 440-788-5100

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 006100 FRAME: 0695


Schedule A

Patents and Patent Applications

Title	Country	Application Number/Date	Patent/ Publication Number/Date	Status
COMPUTER-IMPLEMENTED WORKFLOW REPLAYER SYSTEM AND METHOD	US	10/952,643 9/29/2004	8,032,831 10/4/2011	Granted
SYSTEM AND METHOD FOR SCANNING A DOCUMENT IN CLIENT/SERVER ENVIRONMENT	US	09/497,383 2/3/2000	7,765,271 7/27/2010	Granted
COMPUTER-IMPLEMENTED MEDICAL INFORMATION INDEXING SYSTEM AND METHOD	US	11/084,710 3/18/2005	7,644,091 1/5/2010	Granted
AUTOMATED CHECK DETECTION AND CROPPING	US	12/538,552 08/10/2009	8,155,425 04/10/2012	Granted
CHECK BOUNDARY DETECTION BY STRING LITERAL ANALYSIS	US	13/422,463 07/05/2012	8,605,982 12/10/2013	Granted
COMPUTER-IMPLEMENTED DOCUMENT MANAGER APPLICATION ENABLER SYSTEM AND METHOD	US	10/303,430 11/25/2002	8,375,324 02/12/2013	Granted
COMPUTER-IMPLEMENTED DOCUMENT MANAGER APPLICATION ENABLER SYSTEM AND METHOD	US	11/084,180 03/18/2004	8,566,313 10/22/2013	Granted
DOCUMENT MANAGER SYSTEM AND METHOD	US	10/378,288 03/03/2003	8,566,698 10/22/2013	Granted
Display Panel with Graphical User Interface (Design)	US	D/448,377 03/12/2013	D710,869 08/12/2014	Granted
Display Panel with Graphical User Interface (Design)	US	D/448,368 03/12/2013	D710,868 08/12/2014	Granted
Ultrasound Imaging System and Method	US	14,665,194 03/23/2015		Pending
Computer-Implemented Document Manager Application Enabler System and Method	US	13/650,646 10/12/2012	9,087,053 07/21/2015	Granted
Display Screen with a Graphical User Interface	US	29/518,816 2/27/2015	D757,082 05/24/2016	Granted

Schedule B

Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Intl. Class	Status
AIRBASE	US	87127349 8/4/2016		42	Pending (ITU)
MACKINAC	US	87442019 5/9/2017		9,42	Pending (ITU)
AFRM	US	85398738 8/16/2011	4089297 1/17/2012	9	Registered
ANYAPP	US	85286547 4/5/2011	4082721 1/10/12	9	Registered
ANYDOC	US	78230722 3/27/2003	2805085 1/13/2004	9	Registered
BE REMARKABLE Design 	US	85278198 6/26/2012	4165566 6/26/2012	42	Registered
CAPTUREIT	US	85225371 1/25/2011	4012403 8/16/2011	9	Registered
DESIGNIT	US	85298609 4/19/2011	4045539 10/25/2011	9	Registered
EXCHANGEIT	US	85294975 4/14/2011	4049299 11/1/2011	9	Registered
HYLAND	US	86675964 6/26/2015	5187195 4/18/2017	9	Registered
HYLAND	US	86981443 6/26/2015	5149515 2/28/2017	42	Registered
HYLAND SOFTWARE	US	76608765 8/23/2004	3010346 11/1/2005	42	Registered
HYLAND SOFTWARE	US	75409117 12/22/1997	2273700 8/31/1999	9	Registered
IACONNECT	US	76705901 1/3/2011	4100467 2/21/2012	9	Registered
INFINIWORX	US	77021653 10/16/2006	3360249 12/25/2007	9	Registered
ONBASE	US	76608764 8/23/2004	3010345 11/1/2005	42	Registered
ONBASE	US	74498376 3/8/1994	1902494 7/4/1995	9	Registered
ONBASE (MOBILE APP)	US	86696621 7/17/2015	4895822 2/2/2016	9	Registered
ONBASE ONLINE	US	76195380 1/18/2001	2614443 9/2/2002	35, 42	Registered
PAPERS	US	74612193 12/19/1994	1994581 8/20/1996	9	Registered

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Intl. Class	Status
QUICKAPP	US	85286582 4/5/2011	4082722 1/10/2012	9	Registered
REQCONNECT	US	76705902 1/3/2011	4100468 2/21/2012	9	Registered
SHAREBASE	US	86818219 11/12/2015	5162198 3/14/2017	9, 42	Registered
SIRE	US	4/26/2013 85916210	4,450,954 12/17/2013	9, 42	Registered
VERIFYIT	US	85285110 4/4/2011	4048798 11/1/2011	9	Registered
WHERE YOUR INFORMATION FINDS YOU	US	85733701 9/20/2012	4334617 5/14/2013	9, 42	Registered

Schedule C

Copyrights

Title	Registration No./Date
OnBase 13	TXu001905069 3/3/2014
OnBase 12	TXU 1-865-208 4/26/2013
ONBASE 3.7	TXU1804295 4/2/2012
ONBASE 3.6	TXU1804293 4/2/2012
ONBASE8.2.2	TXU1804172 4/2/2012
ONBASE 10.0.1	TXU1804152 4/2/2012
ONBASE 7.2	TXU1804131 4/2/2012
ONBASE 6.2	TXU1804121 4/2/2012
ONBASE 6.4	TXU1804119 4/2/2012
ONBASE 5.0.1	TXU1804118 4/2/2012
ONBASE 9.0.1	TXU1804117 4/2/2012
ONBASE 11.0.1	TXU1804109 4/2/2012
ONBASE 5.1.	TXU1804107 4/2/2012
ONBASE 9.2.1	TXU1804099 4/2/2012
ONBASE 3.5.3	TXU1804095 4/2/2012
ONBASE 3.5.2	TXU1804089 4/2/2012
ONBASE 3.9	TXU1804087 4/2/2012
ONBASE 7.3	TXU1804085 4/2/2012
ONBASE 3.5.4	TXU1804082 4/2/2012
ADVANCED SYSTEM ADMINISTRATION LAB WORKBOOK	TX7405784 5/20/2011
HYLAND.COM	TX7392657 4/11/2010
ONBASE API TRAINING & CERTIFICATION TRAINING MANUAL	TX7379090 5/20/2011

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