

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480133

<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>
FDS, INC.		06/29/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4703739	MYDATAMART	
<b>Registration Number:</b>	3004234	COUNSELCHK	
<b>Registration Number:</b>	2970479	EZ DATA WAREHOUSE	
<b>Registration Number:</b>	2955038	COMPLYCHK	
<b>Registration Number:</b>	2935197	ECONCILE	
<b>Registration Number:</b>	2916248	FREEDOM DATA SERVICES	
<b>Registration Number:</b>	2875632	PAYOR'S HIGHEST RESPONSE	
<b>Registration Number:</b>	2370618	EZ-DME	
<b>Registration Number:</b>	2283251	ATM	
<b>Registration Number:</b>	2344187	DIET DIABETES INSTRUCTION, EDUCATION & T	
<b>Registration Number:</b>	2019207	HCC:HME	
<b>Registration Number:</b>	2260129	TOTAL LIPID CARE	
<b>Registration Number:</b>	2224727	HEALTHCARE VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138960400		
<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>Phone:</b>	213-891-5607		

CH \$340.00 4703739

**Email:** crachina@buchalter.com  
**Correspondent Name:** Corina Rachina  
**Address Line 1:** 1000 Wilshire Blvd.  
**Address Line 2:** 12th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90017

<b>NAME OF SUBMITTER:</b>	Corina Rachina
<b>SIGNATURE:</b>	/s/ Corina Rachina
<b>DATE SIGNED:</b>	06/29/2018

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 29, 2018 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and FDS, INC., a Delaware corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of June 29, 2018 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor, among others. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B; provided, that no United States intent-to-use trademark or service mark application shall be included in the Intellectual Property Collateral 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 or service mark application under federal law; provided, however, after such period, Grantor acknowledges that such interest in such intent-to-use trademark or service mark application shall be subject to a security interest in favor of Lender and shall be included in the Intellectual Property Collateral;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of

any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page follows]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

FDS, INC.,  
a Delaware corporation


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

Address for Notices:

4224 N. Fwy  
Fort Worth, TX 76137  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona  
corporation

By:   
Name: ELISA SUN  
Title: VP

Address for Notices:

Bridge Bank, a division of Western Alliance Bank  
201 Spear Street, Ste. 1700  
San Francisco, California 94105  
Fax: (408) 613-5674  
Email: elisa.sun@bridgebank.com  
Attn: Elisa Sun

With a copy to:

Bridge Bank,  
a division of Western Alliance Bank, an Arizona  
corporation  
55 Almaden Blvd.  
San Jose, CA 95113  
Fax: (408) 423-8520  
Email: Lee.Shodiss@bridgebank.com  
Attn: Lee A. Shodiss

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

Trademark Title	Serial No./ Registration. No.	File Date/ Date Registered
MYDATAMART	86360404/ 4703739	08/7/2014/ 03/17/2015
COUNSELCHK	78465150/ 3004234	08/10/2004/ 10/4/2005
EZ DATA WAREHOUSE	78421663/ 2970479	05/19/2004/ 07/19/2005
COMPLYCHK	78398859/ 2955038	04/08/2004/ 05/24/2005
ECONCILE	78390838/ 2935197	03/25/2004/ 03/22/2005
FREEDOM DATA SERVICES	78299886/ 2916248	09/12/2003/ 01/04/2005
PAYOR'S HIGHEST RESPONSE	78194922/ 2875632	12/16/2002/ 08/17/2004



Trademark Title	Serial No./ Registration. No.	File Date/ Date Registered
<b>EZ-DME</b>	75679626/ 2370618	04/12/1999/ 07/25/2000
<b>ATM</b>	75543344/ 2283251	08/26/1998/ 10/5/1999
<b>DIET DIABETES INSTRUCTION, EDUCATION &amp; TRAINING</b>	75532237/ 2344187	08/6/1998/ 04/18/2000
HCC:HME	75030169/ 2019207	12/11/1995/ 11/26/1996
TOTAL LIPID CARE	75474395/ 2260129	04/27/1998/ 07/6/1999
HEALTHCARE VISION	75260840/ 2224727	03/20/1997/ 02/16/1999

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Patent Title	Registration/ Application No.	Registration/ Filing Date
System and method for managing prescription data	7899686/ 10371593	3/1/2011/ 2/21/2003
System and method for managing prescription data to detect pathogens	8126741/ 13036691	2/28/2012/ 2/28/2011
Pharmacy system data interface system and method	8577691/ 11098168	11/5/2013/ 4/4/2005
System and method for managing prescription data to generate prescription refill data	13036576	2/28/2011
System and method for managing prescription data to determine approved prices	13036626	2/28/2011