

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAVERICK HOLDING, INC.		09/30/2015	CORPORATION: DELAWARE
MAVERICK MERGER CORP.		09/30/2015	CORPORATION: DELAWARE
MEDEANALYTICS, INC.		09/30/2015	CORPORATION: DELAWARE
ONFOCUS HEALTHCARE, INC.		09/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TC LENDING, LLC, as Collateral Agent		
Street Address:	345 California Street, Suite 3300		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4404900	ICD-10 INTELLIGENCE	
Registration Number:	3794497	MEASURE. MANAGE. LEAD.	
Registration Number:	3794496	MEDEANALYTICS	
Registration Number:	1506249	DESIGN YOUR FUTURE	
Serial Number:	86197116	MEDE/ANALYTICS	
Serial Number:	86197077	MEDE/BYTE	
Serial Number:	86197100	MEDEANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne Houston		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		

OP \$190.00 4404900

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F158595
NAME OF SUBMITTER:	Teresa L. McNally
SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	10/05/2015
Total Attachments: 7 source=Trademark Cover Sheet and Security Interest in Trademark Rights.Maverick#page3.tif source=Trademark Cover Sheet and Security Interest in Trademark Rights.Maverick#page4.tif source=Trademark Cover Sheet and Security Interest in Trademark Rights.Maverick#page5.tif source=Trademark Cover Sheet and Security Interest in Trademark Rights.Maverick#page6.tif source=Trademark Cover Sheet and Security Interest in Trademark Rights.Maverick#page7.tif source=Trademark Cover Sheet and Security Interest in Trademark Rights.Maverick#page8.tif source=Trademark Cover Sheet and Security Interest in Trademark Rights.Maverick#page9.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of September 30, 2015 is made by the persons signatory hereto or hereafter made a party hereto (the "*Grantors*" and each a "*Grantor*"), in favor of TC LENDING, LLC, a Delaware limited liability company ("*TCL*"), located at 345 California Street, Suite 3300, San Francisco, CA 94104, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among MAVERICK HOLDING, INC., a Delaware corporation ("*Holdings*"), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, MAVERICK MERGER CORP., a Delaware corporation and wholly-owned subsidiary of Holdings (the "*Merger Sub*"), MEDEANALYTICS, INC., a Delaware corporation, as successor to Merger Sub by operation of law ("*MA*", and, together with Merger Sub, the "*Borrowers*", and each a "*Borrower*"), the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), and TCL, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Pledge Agreement, dated as of even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Pledge Agreement*");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

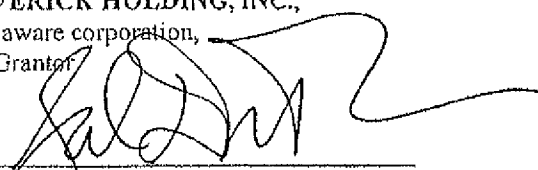
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

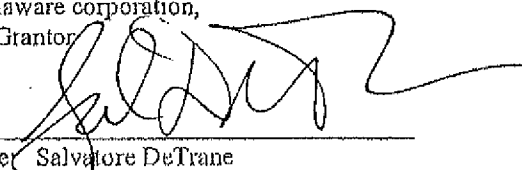
MAVERICK HOLDING, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Salvatore DeTrane
Title: Chief Financial Officer

MAVERICK MERGER CORP.,
a Delaware corporation,
as a Grantor

By: _____
Name: Arvinth Kumar
Title: Vice President and Treasurer

MEDEANALYTICS, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Salvatore DeTrane
Title: Chief Financial Officer

ONFOCUS HEALTHCARE, INC.,
a Delaware corporation,
as a Grantor

By: _____
Name: Elizabeth K. Rushforth
Title: President

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

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MAVERICK HOLDING, INC.,
a Delaware corporation,
as a Grantor

By: _____
Name: Salvatore DeTrane
Title: Chief Financial Officer

MAVERICK MERGER CORP.,
a Delaware corporation,
as a Grantor

By: _____
Name: Arvindh Kumar
Title: Vice President and Treasurer

MEDEANALYTICS, INC.,
a Delaware corporation,
as a Grantor

By: _____
Name: Salvatore DeTrane
Title: Chief Financial Officer

ONFOCUS HEALTHCARE, INC.,
a Delaware corporation,
as a Grantor

By: _____
Name: Elizabeth K. Rushforth
Title: President

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a Delaware corporation,
as a Grantor

By: _____
Name: Salvatore DeTrane
Title: Chief Financial Officer

MAVERICK MERGER CORP.,
a Delaware corporation,
as a Grantor

By: _____
Name: Arvinth Kumar
Title: Vice President and Treasurer

MEDEANALYTICS, INC.,
a Delaware corporation,
as a Grantor

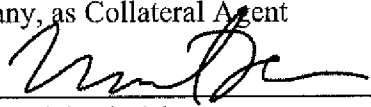
By: _____
Name: Salvatore DeTrane
Title: Chief Financial Officer

ONFOCUS HEALTHCARE, INC.,
a Delaware corporation,
as a Grantor

By: Elizabeth K. Rushforth
Name: Elizabeth K. Rushforth
Title: President

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

TC LENDING, LLC, a Delaware limited liability
company, as Collateral Agent

By: 

Michael Fishman
Co-Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

TRADEMARK
REEL: 005637 FRAME: 0758

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
MedeAnalytics, Inc.	ICD-10 INTELLIGENCE		June 7, 2012	4404900	September 17, 2013
MedeAnalytics, Inc.	MEASURE. MANAGE. LEAD.		March 6, 2009	3794497	May 25, 2010
MedeAnalytics, Inc.	MEDEANALYTICS		March 6, 2009	3794496	May 25, 2010
MedeAnalytics, Inc.	DESIGN YOUR FUTURE		November 6, 1987	1506249	September 27, 1988
MedeAnalytics, Inc.	MEDE ANALYTICS	86197116	February 18, 2014	N/A	N/A
MedeAnalytics, Inc.	MEDE/BYTE	86197077	February 18, 2014	N/A	N/A
MedeAnalytics, Inc.	MEDEANALYTICS	86197100	February 18, 2014	N/A	N/A