

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386330

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Verisk Health, Inc.		06/01/2016	Corporation: DELAWARE
MediConnect Global, Inc.		06/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3806407	CHART NAVIGATOR	
Registration Number:	3638253	CONVERGENCE POINT	
Registration Number:	3638254	CONVERGENCE POINT	
Registration Number:	3071470	D2HAWKEYE	
Registration Number:	3036294	D2HAWKEYE	
Registration Number:	3499830	DENTALCLAIM INSIGHT	
Registration Number:	2416757	DXCG	
Registration Number:	3499831	FACILITYCLAIM INSIGHT	
Registration Number:	3185661	HCI HEALTHCARE INSIGHT	
Registration Number:	3089710	HEALTH RISK PARTNERS, INC.	
Registration Number:	3835699	IT TAKES A CLINICAL EXPERT TO FIND FRAUD	
Registration Number:	3917640	NUCLEUS	
Registration Number:	3808445	ONCOLOGYCLAIM INSIGHT	
Registration Number:	3499829	PHYSICIANCLAIM INSIGHT	
Registration Number:	3494621	RECON EDGE	
Registration Number:	2817012	RISKSMART	
Registration Number:	2522512	RXGROUPS	
Registration Number:	3928503	SIGHTLINES DXCG RISK SOLUTIONS	

CH \$665.00 3806407

Property Type	Number	Word Mark
Registration Number:	3928504	SIGHTLINES ENTERPRISE ANALYTICS
Registration Number:	3928501	SIGHTLINES MEDICAL INTELLIGENCE
Registration Number:	3928505	SIGHTLINES PERFORMANCE MEASUREMENT
Registration Number:	3972485	MEDICONNECT GLOBAL
Registration Number:	3956664	RAPIDRETRIEVE
Registration Number:	3972486	RAPIDREVIEW
Registration Number:	3727082	D2ANALYZER
Registration Number:	3727081	D2BENEFITADVISOR

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 162749

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 06/02/2016

Total Attachments: 6

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of June 1, 2016, by Verisk Health, Inc. and MediConnect Global, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of such Pledgor (collectively, “Trademark Collateral”):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

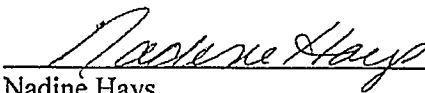
SECTION 7. Closing Date Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary (other than with respect to Section 2.1 of the Security Agreement), (i) the liens and security interests granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Second Lien Trademark Security Agreement (other than with respect to Section 2.1 of the Security Agreement), the terms of the Closing Date Intercreditor Agreement shall govern and control.

[signature page follows]

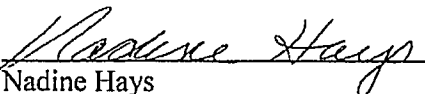
IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MEDICONNECT GLOBAL, INC.

By: 
Name: Nadine Hays
Title: President

VERISK HEALTH, INC.

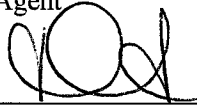
By: 
Name: Nadine Hays
Title: President

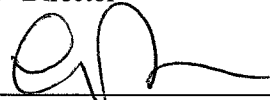
[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 005804 FRAME: 0867

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Craig Pearson
Title: Associate Director

[Signature Page to Trademark Security Agreement (Second Lien)]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Verisk Health, Inc.	3,806,407	CHART NAVIGATOR
Verisk Health, Inc.	3,638,253	CONVERGENCE POINT
Verisk Health, Inc.	3,638,254	CONVERGENCE POINT (Stylized)
Verisk Health, Inc.	3,071,470	D2HAWKEYE*
Verisk Health, Inc.	3,036,294	D2HAWKEYE & Design*
Verisk Health, Inc.	3,499,830	DENTALCLAIM INSIGHT
Verisk Health, Inc.	2,416,757	DXCG
Verisk Health, Inc.	3,499,831	FACILITYCLAIM INSIGHT
Verisk Health, Inc.	3,185,661	HCI HEALTHCARE INSIGHT & Design
Verisk Health, Inc.	3,089,710	HEALTH RISK PARTNERS, INC. (Stylized)*
Verisk Health, Inc.	3,835,699	IT TAKES A CLINICAL EXPERT TO FIND FRAUD
Verisk Health, Inc.	3,917,640	NUCLEUS
Verisk Health, Inc.	3,808,445	ONCOLOGYCLAIM INSIGHT
Verisk Health, Inc.	3,499,829	PHYSICIANCLAIM INSIGHT
Verisk Health, Inc.	3,494,621	RECON EDGE & Design
Verisk Health, Inc.	2,817,012	RISKSMART
Verisk Health, Inc.	2,522,512	RXGROUPS
Verisk Health, Inc.	3,928,503	SIGHTLINES DXCG RISK SOLUTIONS
Verisk Health, Inc.	3,928,504	SIGHTLINES ENTERPRISE ANALYTICS
Verisk Health, Inc.	3,928,501	SIGHTLINES MEDICAL INTELLIGENCE
Verisk Health, Inc.	3,928,505	SIGHTLINES PERFORMANCE MEASUREMENT
MediConnect Global, Inc.	3,972,485	MEDICONNECT GLOBAL
MediConnect Global, Inc.	3,956,664	RAPIDRETRIEVE
MediConnect Global, Inc.	3,972,486	RAPIDREVIEW
Verisk Health, Inc.	3,727,082	D2ANALYZER*
Verisk Health, Inc.	3,727,081	D2BENEFITADVISOR*

Trademark Applications:

None.