

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mediware Information Systems, Inc.		09/28/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3865378	CARETINUUM	
Registration Number:	2660405	HOMECARENET	
Registration Number:	2395330	MESTAMED	
Registration Number:	1977065	SMART CLIPBOARD	
Registration Number:	3922801		
Registration Number:	3888336	BLOOD MANAGEMENT EXCHANGE	
Registration Number:	3888337	BLOOD MANAGEMENT UNIVERSITY	
Registration Number:	3691240	BLOODSTAT	
Registration Number:	4015453	E4	
Registration Number:	3048313	MEDIMAR	
Registration Number:	2426518	WORX	
Registration Number:	4872876	BLOODSAFE	
Registration Number:	3469894	BLOODSAFE	
Registration Number:	4765620	CARETEND	
Registration Number:	2387330	HEMOCARE	
Registration Number:	4585330	HOMECARE 360°	
Registration Number:	2091578	LIFETRAK	
Registration Number:	4192840	MEDIMAR	
Registration Number:	3978177	MEDIWARE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4967177	TRANSTEM
Registration Number:	2426523	WORX
Registration Number:	2112695	WORX
Registration Number:	4269668	ATTIGO
Registration Number:	3739607	MEDILINKS
Registration Number:	2764324	MEDILINKS
Registration Number:	3508523	MEDISERVE
Registration Number:	4046534	MEDISERVE ACHIEVE
Registration Number:	3774412	SPECTRASOFT
Serial Number:	86552173	BIOLOGICARE

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1155735-0025-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 09/29/2016

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated September 28, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of SunTrust Bank (“*SunTrust*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Ruby Parent Co., a Delaware corporation and Mediware Information Systems, Inc., a New York corporation, have entered into a Senior Secured Credit Agreement dated as of September 28, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with SunTrust Bank, 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 issuance of Letters of Credit by the L/C Issuers under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated September 28, 2016, made by the Grantors 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 Grantors have 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 Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor’s right, title or interest therein (other than the Excluded Property pursuant to Section 1 of the Security Agreement) (the “*IP Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use 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*”);

(ii) 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;

(iii) 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

(iv) 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.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark 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.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

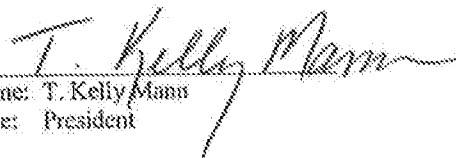
SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP 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.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Miscellaneous. From and after the execution and delivery hereof by the parties hereto, this Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BOWMAN SYSTEMS, L.L.C.

By 
Name: T. Kelly Mann
Title: President

Address for Notices:

c/o Medware Information Systems, Inc.
Corporate Headquarters
11711 W. 79th St
Lenexa, KS 66214
P: (913) 307-1000
F: (913) 307-1111
ATTN: Chief Executive Officer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDIWARE INFORMATION SYSTEMS,
INC.

By T. Kelly Mann
Name: T. Kelly Mann
Title: President

Address for Notices:

c/o Mediware Information Systems, Inc.
Corporate Headquarters
11711 W. 79th St
Lenexa, KS 66214
P: (913) 307-1000
E: (913) 307-1111
ATTN: Chief Executive Officer


Signature Page to Mediware Trademark Security Agreement (2016)

TRADEMARK
REEL: 005887 FRAME: 0232

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MEDIWARE HUMAN & SOCIAL
SERVICES, INC.

By


Name: T. Kelly Mann
Title: President

Address for Notices:


c/o Mediware Information Systems, Inc.
Corporate Headquarters
11711 W. 79th St
Lenexa, KS 66214
P: (913) 307-1000
F: (913) 307-1111
ATTN: Chief Executive Officer

Signature Page to Mediware Trademark Security Agreement (2016)

TRADEMARK
REEL: 005887 FRAME: 0233

Accepted and Agreed:

SUNTRUST BANK, as Collateral
Agent

By: 
Name: Brian M. Lewis
Title: Director

1. Bowman Systems, L.L.C.

Schedule A

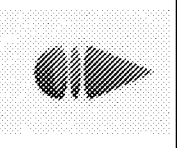

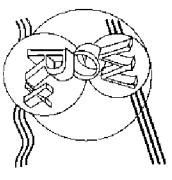
Trademark	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Registrant
	U.S. Federal	85761282	4353676	10/23/12	06/18/13	Registered	Bowman Systems, L.L.C.
COMMUNITYPOINT	U.S. Federal	78787268	3255147	01/09/06	06/26/07	Registered	Bowman Systems, L.L.C.
HOUSINGPOINT	U.S. Federal	78787307	3375963	01/09/06	01/29/08	Registered	Bowman Systems, L.L.C.
HOUSINGPOINT	U.S. Federal	78785807	3372933	01/05/06	01/22/08	Registered	Bowman Systems, L.L.C.
SERVICEPPOINT	U.S. Federal	78787601	3378559	01/09/06	02/05/08	Registered	Bowman Systems, L.L.C.
SERVICEPPOINT	U.S. Federal	78785720	3359610	01/05/06	12/25/07	Registered	Bowman Systems, L.L.C.
	U.S. Federal	85168517	4165300	11/03/10	06/26/12	Registered	Bowman Systems, L.L.C.

2. Mediware Human & Social Services, Inc.

Trademark	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Registrant
HARMONY	U.S. Federal	76595214	3133504	06/02/04	08/22/06	Registered	Mediware Human & Social Services, Inc.
HARMONY	U.S. Federal	76595213	2982769	06/02/04	08/09/05	Renewed (Registered)	Mediware Human & Social Services, Inc.
HARMONY INFORMATION SYSTEMS, INC.	U.S. Federal	76595208	3133500	06/02/04	08/22/06	Registered	Mediware Human & Social Services, Inc.

3. Mediware Information Systems, Inc.

Trademark	Jurisdiction	Application Number	Registration Number	Filing Date	Registration Date	Status	Registrant
CARETINUUM	U.S. Federal	77759891	3865378	06/15/09	10/19/10	Registered	Mediware Information Systems, Inc.
HOMECARENET	U.S. Federal	76163255	2660405	11/10/00	12/10/02	Renewed (Registered)	Mediware Information Systems, Inc.
MESTAMED	U.S. Federal	75727053	2395330	06/11/99	10/17/00	Renewed (Registered)	Mediware Information Systems, Inc.

	U.S. Federal	74438265	1977065	09/21/93	05/28/96	Renewed (Registered)	Mediware Information Systems, Inc.
	U.S. Federal	85078149	3922801	07/06/10	02/22/11	Registered	Mediware Information Systems, Inc.
BLOOD MANAGEMENT EXCHANGE	U.S. Federal	85078121	3888336	07/06/10	12/07/10	Registered Supplemental Register	Mediware Information Systems, Inc.
BLOOD MANAGEMENT UNIVERSITY	U.S. Federal	85078128	3888337	07/06/10	12/07/10	Registered Supplemental Register	Mediware Information Systems, Inc.
BLOODSTAT	U.S. Federal	77534783	3691240	07/30/08	10/06/09	Registered	Mediware Information Systems, Inc.
E4	U.S. Federal	85217100	4015453	01/13/11	08/23/11	Registered	Mediware Information Systems, Inc.
	U.S. Federal	76627284	3048313	01/07/05	01/24/06	Registered	Mediware Information Systems, Inc.
	U.S. Federal	75803165	2426518	09/20/99	02/06/01	Renewed (Registered)	Mediware Information Systems, Inc.

BIOLOGICARE	U.S. Federal	86552173		03/03/15		PUBLISHED (PENDING) Intent To Use	Mediware Information Systems, Inc.
BLOODSAFE	U.S. Federal	86423637	4872876	10/14/14	12/22/15	Registered	Mediware Information Systems, Inc.
BLOODSAFE	U.S. Federal	77262788	3469894	08/23/07	07/15/08	Registered Supplemental Register	Mediware Information Systems, Inc.
CARETEND	U.S. Federal	86246422	4765620	04/08/14	06/30/15	Registered	Mediware Information Systems, Inc.
HEMOCARE	U.S. Federal	75682107	2387330	04/13/99	09/19/00	Renewed (Registered)	Mediware Information Systems, Inc.
HOMECCARE 360°	U.S. Federal	85840370	4585330	02/04/13	08/12/14	Registered	Mediware Information Systems, Inc.
LIFETRAK	U.S. Federal	74510685	2091578	04/11/94	08/26/97	Renewed (Registered)	Mediware Information Systems, Inc.
MEDIMAR	U.S. Federal	85322557	4192840	05/17/11	08/21/12	Registered	Mediware Information Systems, Inc.
MEDIWARE	U.S. Federal	85175888	3978177	11/12/10	06/14/11	Registered	Mediware Information Systems, Inc.
TRANSTEM	U.S. Federal	86422164	4967177	10/13/14	05/31/16	Registered	Mediware Information Systems, Inc.

WORX	U.S. Federal	75803651	2426523	09/20/99	02/06/01	Renewed (Registered)	Mediware Information Systems, Inc.
WORX	U.S. Federal	74695696	2112695	06/27/95	11/11/97	Renewed (Registered)	Mediware Information Systems, Inc.
ATTIGO	U.S. Federal	85526293	4269668	01/26/12	01/01/13	Registered	Mediware Information Systems, Inc.
MEDILINKS	U.S. Federal	77760809	3739607	06/16/09	01/19/10	Registered	Mediware Information Systems, Inc.
MEDILINKS	U.S. Federal	78168695	2764324	09/27/02	09/16/03	Renewed (Registered)	Mediware Information Systems, Inc.
MEDISERVE	U.S. Federal	77417617	3508523	03/10/08	09/30/08	Registered	Mediware Information Systems, Inc.
MEDISERVE ACHIEVE	U.S. Federal	85100405	4046534	08/04/10	10/25/11	Registered	Mediware Information Systems, Inc.
SPECTRASOFT	U.S. Federal	77801325	3774412	08/10/09	04/13/10	Registered	Mediware Information Systems, Inc.