

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM420933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Reimbursement Management, LLC		03/22/2017	Limited Liability Company: DELAWARE
HealthCPA, LLC		03/22/2017	Limited Liability Company: DELAWARE
Optimum Outcomes, Inc,		03/22/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4094879	ADREIMA	
Registration Number:	4055954	HEALTHCPA	
Registration Number:	4055955	HEALTHCPA	
Registration Number:	4257397	OPTIMUM OUTCOMES	
Registration Number:	4280829	OPTIMUM OUTCOMES CARING FOR YOUR REVENUE	
Registration Number:	3289652	R REVENUE CYCLE SOLUTIONS, LLC	
Serial Number:	86543809	ADREIMA RESOLVE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

TRADEMARK

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/24/2017
Total Attachments: 6 source=(21233001)_(1)_Second Lien Trademark Security Agreement (nThrive)#page1.tif source=(21233001)_(1)_Second Lien Trademark Security Agreement (nThrive)#page2.tif source=(21233001)_(1)_Second Lien Trademark Security Agreement (nThrive)#page3.tif source=(21233001)_(1)_Second Lien Trademark Security Agreement (nThrive)#page4.tif source=(21233001)_(1)_Second Lien Trademark Security Agreement (nThrive)#page5.tif source=(21233001)_(1)_Second Lien Trademark Security Agreement (nThrive)#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Advanced Reimbursement Management, LLC
2. HealthCPA, LLC
3. Optimum Outcomes, Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. LLC-DE; 2. LLC-DE; 3. Corp.-IL

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 22, 2017

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Barclays Bank PLC, as Agent

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

March 23, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2017, is made by Advanced Reimbursement Management, LLC, HealthCPA, LLC and Optimum Outcomes, Inc. (each a “Grantor”), in favor of Barclays Bank PLC (“Barclays”), as Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 20, 2016, (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among nThrive, Inc. (f/k/a Precyse Acquisition Corp.), a Delaware corporation (the “Borrower”), Barclays, as Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each a “Lender”), and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Second Lien Guaranty and Security Agreement, dated as of April 20, 2016 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill associated with the foregoing; and
- (d) all proceeds of the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Second Lien Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Agent hereunder are subject to the terms of each applicable Customary Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and a Customary Intercreditor Agreement, the terms of such Customary Intercreditor Agreement shall govern. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. In the event of any conflict or inconsistency between the terms of the Guaranty and Security Agreement and a Customary Intercreditor Agreement, the provisions of such Customary Intercreditor Agreement shall govern.

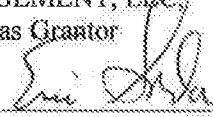
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor 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,


ADVANCED REIMBURSEMENT
MANAGEMENT, LLC,

as Grantor

By: 
Name: Eric Gordon
Title: Secretary and Treasurer

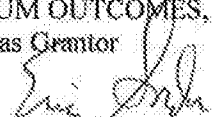
HEALTHCPA, LLC,

as Grantor

By: 
Name: Eric Gordon
Title: Secretary and Treasurer

OPTIMUM OUTCOMES, INC.,

as Grantor

By: 
Name: Eric Gordon
Title: Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

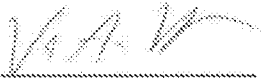
BARCLAYS BANK PLC,
as Agent

By: _____
Name:
Title:

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

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Agent

By: 
Name: Vanessa A. Kurbatskiy
Title: Vice President

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

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

	Owner	Trademark	Serial No.	Reg. No.
1.	Advanced Reimbursement Management, LLC	ADREIMA	76705765	4094879
2.	HealthCPA, LLC	HEALTHCPA	85280869	4055954
3.	HealthCPA, LLC	HEALTHCPA	85280875	4055955
4.	Optimum Outcomes, Inc.	OPTIMUM OUTCOMES	85607256	4257397
5.	Optimum Outcomes, Inc.	OPTIMUM OUTCOMES CARING FOR YOUR REVENUE CYCLE and Design	85607264	4280829
6.	Optimum Outcomes, Inc.	R REVENUE CYCLE SOLUTIONS, LLC	77047522	3289652

2. TRADEMARK APPLICATIONS

	Owner	Trademark	Serial No.	Reg. No.
1.	Advanced Reimbursement Management, LLC	ADREIMA RESOLVE	86543809	N/A