

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Revenue Cycle Coding Strategies LLC		02/17/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Compass Bank		
Street Address:	P.O. Box 797808		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75379		
Entity Type:	Bank: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4103519	CODING STRATEGIES	
Registration Number:	4103522	CODING STRATEGIES	
Registration Number:	3953362	CODING METRIX	
Registration Number:	3841020	CROWN	
Registration Number:	3882818	NAVIGATOR	
Registration Number:	4076817	GRABIT	
Registration Number:	4140268	ENAV	
CORRESPONDENCE DATA			
Fax Number:	2145264145		
<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:	214 520-3300		
Email:	dbohac@settlepou.com		
Correspondent Name:	SettlePou		
Address Line 1:	3333 Lee Parkway, 8th Floor		
Address Line 4:	Dallas, TEXAS 75219		
NAME OF SUBMITTER:	Denise Bohac		
SIGNATURE:	/s/ Denise Bohac		
DATE SIGNED:	04/14/2017		

OP \$190.00 4103519

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), dated February 17, 2017 (the "**Effective Date**"), is made by Revenue Cycle Coding Strategies LLC, a Texas limited liability company ("**Debtor**") in favor of Compass Bank (together with its successors and assigns, the "**Lender**").

Recitals

A. Debtor (and others) entered into a Loan Agreement with Lender of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used, but not defined in this Agreement, are defined in the Loan Agreement

B. Debtor entered into a Security Agreement in favor of Lender of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

C. Under the terms of Loan Agreement and Security Agreement, Debtor has granted to Lender a security interest in, among other property, all Intellectual Property of Debtor, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and/or other Governmental Authorities.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Debtor agrees as follows:

1.01. **Grant of Security.** Debtor grants to Lender, a security interest in all of Debtor's right, title and interest in and to all of the following (collectively, the "**Intellectual Property Collateral**"):

(a) all Trademark registrations and applications of Debtor, including, without limitation, the Trademark registrations and applications set forth in Exhibit "A", which is attached and incorporated into this Agreement by reference, together with the goodwill symbolized by such Trademarks;

(b) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Exhibit "A", which is attached and incorporated into this Agreement by reference;

(c) 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 to the foregoing throughout the

world and all other rights of any kind whatsoever of Debtor accruing from the foregoing or pertaining to the foregoing;

(d) 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

(e) 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 Intellectual Property Collateral of and/or arising from any of the foregoing.

1.02. **Security for Indebtedness.** The grant of a security interest in the Intellectual Property Collateral by Debtor under this Agreement secures the prompt and complete payment and performance when due of all Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise on the terms set forth in the Loan Agreement.

1.03 **Recordation.** Debtor authorizes and requests that the Register of Copyrights, and the Commissioner for Trademarks, and any other applicable Governmental Authority record this Agreement.

1.04 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement.

1.05 **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement and Security Agreement, and as security for the Loan and other Obligations. Debtor hereby acknowledges and confirms that the grant of the security interest by this Agreement to, and the rights and remedies of, Lender with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth in this Agreement.

1.06 **Assignment.** Debtor will not assign this Agreement or any of the other Loan Documents without the prior written consent of Lender, which may be withheld for any reason or no reason. Any attempt by a Debtor to assign this Agreement or any of the other Loan Documents, or any interest in this Agreement or any of the other Loan Documents will, at Lender's sole option, be null and void. Lender may assign all or any part of the Obligations, this Agreement, or any of the other Loan Documents. Subject to the foregoing, this Agreement, the other Loan Documents, and their respective terms and provisions inure to the benefit of Lender, its successors and assigns, and are binding upon the Debtor, and its successors and assigns.

1.07 **Governing Law.** This Agreement will be construed in accordance with and governed by the internal laws of the State of Texas (without reference to its rules as to conflicts of law). Debtor irrevocably submits to the jurisdiction of any state or federal court in Dallas County, Texas with respect to any action or proceeding arising out of or relating to this Agreement. Debtor consents to and grants to any such court jurisdiction over the persons of such parties and over the subject matter of any such dispute.

1.08 **WAIVER OF JURY TRIAL.** DEBTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY LENDER IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

1.09 **Federal Law Application.** The Obligations secured by this lien was made under a United States Small Business Administration nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA's regulations:

- (i) When SBA is the holder of the Note, this document and all documents evidencing or securing the Loan will be construed in accordance with federal law.
- (ii) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. Neither Debtor nor any obligor of the Obligations may claim or assert against SBA any local or state law to deny any obligation of Debtor or any obligor of the Obligations, or defeat any claim of SBA with respect to the Loan.
- (iii) Any clause in this Agreement requiring arbitration is not enforceable when SBA is the holder of the Note.

1.10 **NOTICE PURSUANT TO TEXAS BUSINESS & COMMERCE CODE § 26.02**

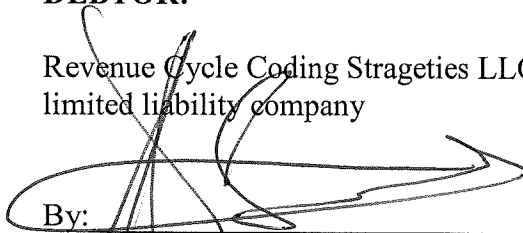
THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

[SIGNATURES ON FOLLOWING PAGE]

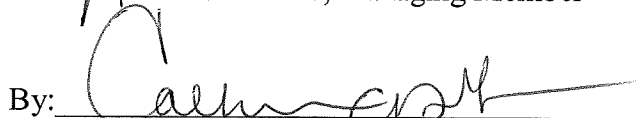
The Debtor has executed this Agreement duly authorized to be effective as of the Effective Date.

DEBTOR:

Revenue Cycle Coding Strategies LLC, a Texas limited liability company

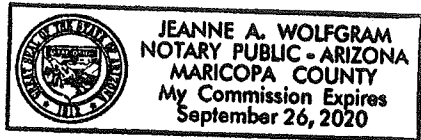
By: 

Ronald D. DiGiaino, Managing Member

By: 

Catherine A. DiGiaino, Managing Member

STATE OF ARIZONA §
 §
COUNTY OF Maricopa §



BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Ronald M. DiGiaino and Catherine A. DiGiaino, Managing Members of Revenue Cycle Coding Strategies LLC, a Texas limited liability company**, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of February, 2017.



NOTARY PUBLIC, State of Arizona

EXHIBIT "A"

COPYRIGHTS		
Title	Registration No.	Registration Date
Interventional Radiology Basic Study Guide	TX0005438533	August 3, 2001
Interventional Radiology Basic Study Guide	TX0005342390	August 3, 2001
Medical Oncology Coding Guide	TX0005836520	April 4, 2003
Radiation Oncology Coding Guide: a Complete and Illustrated Guide for Coding and Reimbursement compliance	TX0005342678	August 3, 2001
Radiology Coding Guide	TX0005342391	August 3, 2001
Radiology Coding Guide: Radiology Coding Job Aid; Breast Procedures/Ultrasound Coding Guide for Radiology	TX0005776605	May 22, 2003
Radiology Procedure Coding: Study Guide	TX0005836521	April 16, 2003
Coding Guide for Radiology: Part of the CSI Coding Guide Series	TX0005445388	August 3, 2001
Coding Guide for Radiation Oncology	TX0005748133	April 16, 2003
Coding Guide for Radiation Oncology: Part of the CSI Coding Guide Series	TX0005445386	August 3, 2001
Coding Guide for Radiation Oncology: Part of the CSI Coding Guide Series	TX0005445387	August 3, 2001
Coding Guide for Radiology	TX0005422564	August 6, 2001
ICD-9-DM Diagnosis Coding: Radiology	TX0005748115	April 15, 2003
Introduction to Interventional Cardiology	TX0005802832	June 24, 2003
Introduction to Interventional Procedures for Vascular Surgeons	TX0005759554	June 6, 2003
Introduction to Interventional Radiology	TX0005777063	May 22, 2003

TRADEMARKS		
Mark	Registration No.	Registration Date
CODING STRATEGIES	4,103,519	February 28, 2012
CODING STRATEGIES	4,103,522	February 28, 2012
CODING METRIX	3,953,362	May 3, 2011
CROWN	3,841,020	August 31, 2010
NAVIGATOR	3,882,818	November 30, 2010
GRABIT	4,076,817	December 27, 2011
eNAV	4,140,268	May 8, 2012