

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORECAST HEALTH, INC.		07/11/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	SOLAR CAPITAL LTD., AS ADMINISTRATIVE AND COLLATERAL AGENT		
Street Address:	500 PARK AVENUE, 3RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5102191	FORECAST HEALTH	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054439-0019		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	07/12/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”), dated as of July 11, 2017, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of SOLAR CAPITAL LTD., a Maryland corporation, as administrative and collateral agent (in such capacity and together with any successors, endorsees and assigns, “*Agent*”) for itself, as a Lender, and the other Lenders (as defined in the Loan and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of March 22, 2017 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Loan Agreement*”) by and among LUMERIS SOLUTIONS COMPANY, LLC, a Delaware limited liability company (formerly known as Lumeris, Inc.) (“*Borrower*”), Holdings and the other Loan Parties party thereto, the Lenders and Agent, the Lenders have severally agreed to make Term Loans to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor that is a Guarantor has agreed, pursuant to the Guaranty, dated as of the date hereof (the “*Guaranty*”) in favor of Agent, to guarantee the Guaranteed Obligations (as defined in the Guaranty); and

WHEREAS, all of the Grantors are party to the Loan and Security Agreement pursuant to which the Grantors are required to executed and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan and Security Agreement and to induce the Lenders to make Term Loans to Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

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

(a) all rights, title and interests arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill of the business of such Grantor connected with the use thereof, all registrations and recordations thereof, all foreign counterparts thereto, all applications in connection therewith and any other ancillary rights thereto (“Trademarks”) including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor retains full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This 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 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without regard to the conflict of laws principles of such state that would result in the application of any law other than the law of such state).

[Signature Pages Follow]

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

Very truly yours,

FORECAST HEALTH, INC.,
as Grantor

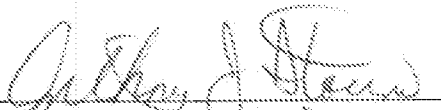
By:  _____
Name: Art Glasgow
Title: President

[Signature Page To Trademark Security Agreement (Forecast Health)]

TRADEMARK
REEL: 006103 FRAME: 0665

ACCEPTED AND AGREED
as of the date first above written:

SOLAR CAPITAL LTD.,
as Agent

By: 
Name: ANTHONY J. STORINO
Title: AUTHORIZED SIGNATORY

[Signature Page To Trademark Security Agreement (Forecast Health)]

TRADEMARK
REEL: 006103 FRAME: 0666

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

<i>Trademarks/Other</i>	<i>Owner</i>	<i>Serial/Registration No.</i>	<i>Filing & Registration Dates</i>
FORECAST HEALTH	Forecast Health, Inc.	86814904/5102191	11/10/2015-12/13/2016