

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KINNSER SOFTWARE, INC.		06/29/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 WEST WASHINGTON STREET		
Internal Address:	SUITE 2100		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4453744	KINNSER SOFTWARE	
Registration Number:	4453899	VISITVERIFY	
Registration Number:	4453900		
Registration Number:	4453903	VISITVERIFY	
Registration Number:	4520946	KINNSER HOSPICE	
Registration Number:	4654627	ADL	
Registration Number:	4675464	EASY MEETS POWERFUL	
Registration Number:	4684810	KINNSER	
Registration Number:	4684880	KINNSER ADL	
Registration Number:	4746605	THE COMPLETE HOME HEALTH SOFTWARE SOLUTI	
Registration Number:	4746604	PROOF OF CARE AT POINT OF CARE	
Registration Number:	4824962	THE CLINICIAN'S CHOICE	
Registration Number:	4854274	KINNSER LINK	
Registration Number:	4988343	PPS PLUS	
Registration Number:	4988345	OASIS ANALYSIS PLUS	
Registration Number:	2963272	VISITRACK	
Registration Number:	5011431	KINNSER SOFTWARE	
Registration Number:	5011429	KINNSER AGENCY MANAGER	

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Property Type	Number	Word Mark
Registration Number:	5011430	KINNSER THERAPY MANAGER
Registration Number:	5016412	BENCHMARKS PLUS
Registration Number:	5053984	KINNSER BUSINESS INSIGHTS
Registration Number:	5079788	RISKPOINT
Registration Number:	5079789	KINNSER RISKPOINT
Registration Number:	5189517	PHYSICIAN ACCESS
Registration Number:	5189518	KINNSER PHYSICIAN ACCESS

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	46559.001 Medaware
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	07/17/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 29, 2017, by and among KINNSER SOFTWARE, INC., a Delaware corporation ("Grantor") and CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of February 9, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees 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. Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

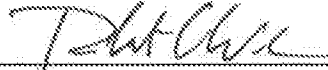
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, 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.

KINNSER SOFTWARE, INC.

By: 

Name: Robert C. Weber

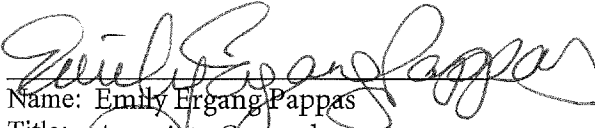
Title: Assistant Secretary

[Signature Page to 2L Trademark Security Agreement]

TRADEMARK
REEL: 006106 FRAME: 0913

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date / Application Date
Kinnser Software, Inc.	Kinnser Software w/ Arc Design Logo	4,453,744	USPTO	12/24/13
Kinnser Software, Inc.	VisitVerify	4,453,899	USPTO	12/24/13
Kinnser Software, Inc.	House Checkmark Logo (for VisitVerify)	4,453,900	USPTO	12/24/13
Kinnser Software, Inc.	VisitVerify w/ Arc Design Logo	4,453,903	USPTO	12/24/13
Kinnser Software, Inc.	Kinnser Hospice	4,520,946	USPTO	4/29/14
Kinnser Software, Inc.	ADL	4,654,627	USPTO	12/9/14
Kinnser Software, Inc.	Easy Meets Powerful	4,675,464	USPTO	1/20/15
Kinnser Software, Inc.	Kinnser	4,684,810	USPTO	2/10/15
Kinnser Software, Inc.	Kinnser ADL	4,684,880	USPTO	2/10/15
Kinnser Software, Inc.	The Complete Home Health Software Solution	4,746,605	USPTO	6/2/15
Kinnser Software, Inc.	Proof of Care at Point of Care	4,746,604	USPTO	6/2/15
Kinnser Software, Inc.	The Clinician's Choice	4,824,962	USPTO	10/6/15

Owner	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date / Application Date
Kinnser Software, Inc.	Kinnser Link	4,854,274	USPTO	11/17/15
Kinnser Software, Inc.	PPS Plus	4,988,343	USPTO	6/28/16
Kinnser Software, Inc.	OASIS Analysis Plus	4,988,345	USPTO	6/28/16
Kinnser Software, Inc.	VisiTrack	2,963,272	USPTO	6/21/05 (assigned to Kinnser 6/29/16)
Kinnser Software, Inc.	Kinnser Software	5,011,431	USPTO	8/2/16
Kinnser Software, Inc.	Kinnser Agency Manager	5,011,429	USPTO	8/2/16
Kinnser Software, Inc.	Kinnser Therapy Manager	5,011,430	USPTO	8/2/16
Kinnser Software, Inc.	Benchmarks Plus	5,016,412	USPTO	8/9/16
Kinnser Software, Inc.	Kinnser Business Insights	5,053,984	USPTO	10/4/16
Kinnser Software, Inc.	RiskPoint	5,079,788	USPTO	11/8/16
Kinnser Software, Inc.	Kinnser RiskPoint	5,079,789	USPTO	11/8/16
Kinnser Software, Inc.	Physician Access	5,189,517	USPTO	4/25/17
Kinnser Software, Inc.	Kinnser Physician Access	5,189,518	USPTO	4/25/17