

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440451

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Practice Insight, LLC		08/23/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3892515		
Registration Number:	4916846	EDIINSIGHT	
Registration Number:	4916847	EDIINSIGHT	
Registration Number:	4916849	PI PRACTICE INSIGHT	
Registration Number:	2891667	PRACTICE INSIGHT	
Registration Number:	2853688		
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	08/23/2017		

OP \$165.00 3892515

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “*Agreement*”), effective as of August 23, 2017, is made by **PRACTICE INSIGHT, LLC**, a Texas limited liability company (the “*Borrower*” or the “*Grantor*”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation (“*ARCC*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 23, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, PI SOFTWARE HOLDINGS, LLC, a North Carolina limited liability company, PI SOFTWARE, LLC, a North Carolina limited liability company, certain of their subsidiaries and affiliates signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), ARCC, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Security Agreement, dated as of August 23, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 13.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 7. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PRACTICE INSIGHT, LLC,
a Texas limited liability company,
as Grantor


By: 

Name: Greg E. Lindberg

Title: Chairman

[Signature Page to Grant of Security Interest in Trademark Rights]

ARES CAPITAL CORPORATION,
as Collateral Agent

By:  _____

Name: **Ian Fitzgerald**

Title: **Authorized Signatory**

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006136 FRAME: 0836

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark:	Owner of Record:	Serial No.:	Reg. No.:	Reg. Date:
Miscellaneous Design 	Practice Insight, LLC	77963800	3892515	December 21, 2010
EDIINSIGHT	Practice Insight, LLC	86457882	4916846	March 15, 2016
EDIINSIGHT & Design 	Practice Insight, LLC	86457898	4916847	March 15, 2016
PI PRACTICE INSIGHT & Design 	Practice Insight, LLC	86457926	4916849	March 15, 2016
PRACTICE INSIGHT	Practice Insight, LLC	76441725	2891667	October 5, 2004
Miscellaneous Design 	Practice Insight, LLC	78240015	2853688	June 15, 2004

Abandoned U.S. Trademark Registrations and Applications

The following list reflects applications or registrations which were abandoned or otherwise cancelled. Neither Borrower nor any Guarantor makes any representation or warranty with respect to ownership, validity, enforceability, ability to grant a security interest in, infringement or lack of infringement of the marks reflected below, and expressly disclaims any and all

representations and warranties with respect to such marks, whether in this Agreement, the Credit Agreement, the Security Agreement or otherwise.

Mark:	Applicant:	Serial No.:	Reg. No.:	Status/Notes:*
PRACTICE INSIGHT MBA	Practice Insight, LLC	76441774	None	Abandonment Date November 9, 2007. Assignment recorded.

* Note: statuses are simply statements of status and notes taken from the U.S. Patent & Trademark Office, and are not an admission of any fact with regard to the marks or the application or registration therefore.