OP \$40.00 3119879

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WellEZ Information Management, LLC		10/23/2017	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M54 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3119879	WELLEZ

CORRESPONDENCE DATA

Fax Number:

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.

Email: erin.roberson@wolterskluwer.com

Correspondent Name: Erin Roberson

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/24/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of October 23, 2017 (this "<u>Agreement</u>"), among WellEZ Information Management, LLC (the "<u>Grantor</u>") and Royal Bank of Canada, as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the Credit Agreement dated as of August 7, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among QBS Intermediate Holding Company II, LLC, a Delaware limited liability company ("Holdings"), QBS Holding Company, Inc., a Delaware corporation ("QBS", and following the Acquisition, the "Borrower"), QBS Merger Sub, Inc., a Delaware corporation ("Merger Sub"), the Lenders party thereto and Royal Bank of Canada., as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of August 7, 2014, as amended by that certain Supplement No. 2, dated as of the date hereof (as otherwise amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, Merger Sub, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I (the "<u>Trademark Collateral</u>").

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Termination</u>. This Agreement shall terminate and the Security Interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all

other actions reasonably requested by the Grantor to evidence and record the release of the Security Interest in the Trademark Collateral granted herein.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WELLEZ INFORMATION MANAGEMENT,

LLC,

Name: Perw K. Turbes

Title: President and Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

ROYAL BANK OF CANADA, as Collat-

eral Agent,

By: // // // // Name: // Vonne Brazier // Title: Manager, Agency Services

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

Schedule I

Trademarks	U.S. Registration Number	Registration Date	Expiration Date
WELL	3119879	07/26/2006	09/09/2025

KE 49691341.2

RECORDED: 10/24/2017