# OP \$65.00 4670749

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM450182

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                                  | Formerly | <b>Execution Date</b> | Entity Type                                |
|---------------------------------------|----------|-----------------------|--|
| Applied Clinical Intelligence,<br>LLC |          | 11/07/2017            | Limited Liability Company:<br>PENNSYLVANIA |

#### **RECEIVING PARTY DATA**

| Name:           | Wilmington Savings Fund Society, FSB |  |
|-----------------|--------------------------------------|--|
| Street Address: | 500 Delaware Avenue                  |  |
| City:           | Wilmington                           |  |
| State/Country:  | DELAWARE                             |  |
| Postal Code:    | 19801                                |  |
| Entity Type:    | Corporation: DELAWARE                |  |

#### **PROPERTY NUMBERS Total: 2**

| Property Type        | Number   | Word Mark    |
|----------------------|----------|--------------|
| Registration Number: | 4670749  | AIMS         |
| Serial Number:       | 87495295 | ACI CLINICAL |

#### **CORRESPONDENCE DATA**

**Fax Number:** 2156357212

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:** 2156357200

Email: sseidman@fsalaw.com
Correspondent Name: Jill E. Schuman, Esquire

Address Line 1: 101 Greenwood Avenue, 5th Fl.

Address Line 4: Jenkintown, PENNSYLVANIA 19046

| NAME OF SUBMITTER: Jill E. Schuman |                   |
|------------------------------------|-------------------|
| SIGNATURE:                         | /Jill E. Schuman/ |
| DATE SIGNED:                       | 11/08/2017        |

#### **Total Attachments: 14**

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# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of [Agreement, 2017, by and between WILMINGTON SAVINGS FUND SOCIETY, FSB, with its chief executive office at 500 Delaware Avenue, Wilmington, DE 19801 (the "Secured Party"), and APPLIED CLINICAL INTELLIGENCE, LLC, a Pennsylvania limited liability company ("Grantor").

### **RECITALS**

- A. The Secured Party has entered into a Loan and Security Agreement, dated October 6, 2017 (as the same may from time to time be renewed, amended, restated or supplemented, the "Financing Agreement"), with Grantor. Grantor is sometimes referred to herein as the "Credit Party".
- B. The Secured Party has required, under the Financing Agreement, that Grantor grant to the Secured Party a security interest in and to the Trademarks, Trademark Licenses and other Trademark Collateral (as such terms are hereinafter defined), whether then existing or later required.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the Secured Party and Grantor hereby acknowledge, the Secured Party and Grantor hereby agree as follows:

#### 1. Defined Terms.

- (a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Financing Agreement shall have the meaning ascribed to such term in the Financing Agreement.
- (b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.
- (c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural and vice versa, unless otherwise specified.
- 2. <u>Incorporation of Recitals</u>. The recitals above are incorporated into this Agreement by this reference thereto and are made a part hereof.
- 3. <u>Security Interest in Trademarks and Trademark Licenses, etc.</u> To secure the complete and timely payment and performance when due of all of the Indebtedness, Grantor hereby grants to the Secured Party a first priority lien on, and security interest in, with power of sale to the extent permitted by this Agreement, the Financing Agreement and applicable law, all

of Grantor's now owned or existing and hereafter acquired or arising property, and interests in property, described below, and all proceeds thereof (collectively "Trademark Collateral"):

- trademarks, registered trademarks, trademark applications, trade (a) names, service marks, registered service marks and service mark applications (other than any "intent. to use" application until a verified statement of use is filed with respect to such application), including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v). all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, trade names, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and
- (b) rights under or interests in and to any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all assets now or hereafter owned by such Grantor that are now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").
- Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use reasonable commercial efforts not to permit any action to be taken by others including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights granted to the Secured Party under this Agreement or the rights associated with the Trademarks or Trademark Licenses, except to the extent expressly permitted under this Agreement.
- 5. Representations and Warranties; Certain Covenants. Grantor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule A include all of the registered Trademarks and applications for Trademarks now owned by Grantor; (b) the Trademark Licenses listed on Schedule B include all of the Trademark Licenses under which Grantor is the licensee or licensor; (c) to the knowledge of Grantor, no infringement or unauthorized use presently is being made of any of the Trademarks by any person; (d) Grantor is the sole and exclusive owner of the Trademarks set forth on Schedule A there are no liens, claims or security interests in or to such Trademarks and Trademark Licenses other than the first

priority perfected security interest in favor of the Secured Party, for the benefit of the Secured Party and the. Secured Party, and Encumbrances permitted by the Financing Agreement; (e) each of Grantor's Trademarks listed on Schedule A is subsisting and, has not been adjudged invalid or unenforceable, in whole or in part, and, each of such Trademarks is valid and enforceable: (I) Grantor has rights in and good and defensible title to the existing Trademark Collateral set forth on Schedule A; (g) for any Trademark Collateral for which Grantor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral: (i) each such license or licensing agreement is in full force and effect, (ii) Grantor is not in default of any of its obligations thereunder, (iii) there exists no event, condition or occurrence which, with the giving of notice or lapse of time, or both, would constitute a breach or default by Grantor thereunder, and (iv) no party to any such agreement has given Grantor notice of its intention to cancel, terminate or fail to renew any such agreement; (h) to the best of Grantor's knowledge, the past and present use of the Trademark Collateral by Grantor has not and does not infringe upon or violate in any material respect any right, privilege or license agreement of or with any other person; (i) the exercise by the Secured Party of any of its rights and remedies hereunder will not contravene law or any contractual restriction binding on or otherwise affecting Grantor or any of its properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its properties; (j) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or any other person is required for (i) the grant by Grantor, or the perfection, of the security interest purported to be created hereunder by Grantor in the Trademark Collateral or (ii) the exercise by the Secured Party of any of the rights and remedies hereunder, except (A) for the recording of the Assignment for Security (Trademarks), substantially in the form of Exhibit A hereto in the United States Patent and Trademark Office and the filing of appropriate UCC-1 financing statements in the appropriate jurisdiction and (B) with respect to the perfection of the security interest created hereby in foreign trademarks for registrations and filings in jurisdictions located outside of the United States and covering rights in such jurisdictions relating to the foreign Trademarks, and Trademark Licenses; (k) this Agreement creates a valid security interest in favor of the Secured Party in the Trademark Collateral, as security for the Indebtedness; and (1) the recording of the Assignment for Security (Trademarks), executed pursuant hereto in the United States Patent and Trademark Office against all United States Trademarks set forth on Schedule A and, with respect to Trademarks hereafter existing and not covered by an Assignment for Security (Trademarks), the recording in the United States Patent and Trademark Office of appropriate instruments of assignment and the filing of appropriate UCC-1 financing statements in the appropriate jurisdiction, result in the perfection of such security interest, and such security interest is, or in the case of Trademark Collateral in which Grantor obtains rights after the date hereof, will be, a perfected first priority security interest, subject only to the Permitted Encumbrances. If Grantor shall (i) obtain rights to any new Trademarks, (ii) become entitled to the benefit of any Trademark License, whether as licensee or licensor, or (iii) enter into any new Trademark License, the provisions of paragraph 3 above shall automatically apply thereto. Grantor shall give to the Secured Party written notice of each event described in clause (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof. Grantor hereby authorizes the Secured Party to modify this Agreement unilaterally (i) by amending Schedule A to include any future Trademarks or applications for Trademarks and by amending Schedule B to include any future trademark licenses agreement, which Trademarks or Trademark Licenses under paragraph 3 above or under this paragraph and (ii) by executing and delivering

appropriate instruments of assignment for recordation in the United States Patent and Trademark Office. Grantor further agrees that the use of the Trademark Collateral by Grantor shall not infringe upon or violate in any material respect any right, privilege or license agreement of or with any other person.

- 6. <u>Royalties</u>. Grantor hereby agrees that the Secured Party's rights to use the Trademarks and Trademark Licenses as authorized hereunder in connection with the Secured Party's exercise of its rights and remedies under <u>paragraph 14</u> or under the Financing Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and neither the Secured Party nor any Secured Party shall have any liability to Grantor for royalties or other related charges on account of any such use.
- Party may at all reasonable times during normal business hours and with reasonable frequency (and at any time after the occurrence and during the continuation of an Event of Default) have access to, examine, audit, make copies and extracts from and inspect Grantor's books, records and operations relating to the Trademarks and Trademark Licenses. Grantor agrees not to sell or assign its interests in, or grant any license under, the Trademarks or the Trademark Licenses except as expressly permitted under the Financing Agreement.
- 8. <u>Nature and Continuation of the Secured Patty's Security Interest</u>. This Agreement shall create a continuing security interest in the Trademarks, Trademark Licenses and other Trademark Collateral, and shall terminate only when the Indebtedness has been paid in full and the Financing Agreement has been terminated.
- Duties of Grantor. Grantor shall have the duty to: (a) prosecute diligently any application for a trademark that is part of the Trademarks of Grantor pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for material trademarks, but only to the extent that Grantor determines that such actions under subparagraphs (a) and (b) are in the best business interests of its business. Grantor further agrees (x) not to abandon any Trademark or Trademark License, and (y) to use its reasonable efforts to maintain in full force and effect the Trademarks and Trademark Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business, but only to the extent that Grantor determines that such actions under subparagraphs (x) and (y) are in the best interests of its business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. The Secured Party shall not have any duty with respect to the Trademarks and Trademark Licenses. Without limiting the generality of the foregoing, the Secured Party shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Trademark Licenses against any other parties, but the Secured Party may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable costs and expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Indebtedness secured hereby.
- 10. The Secured Party's Right to Sue. From and after the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Trademark Licenses and, if the Secured Party shall commence any such suit, Grantor shall, at the request of

the Secured Party, do any and all lawful acts and execute any and all proper documents required in aid of such enforcement and requested by the Secured Party. Grantor shall, upon demand, promptly reimburse the Secured Party for all reasonable costs and expenses incurred by it in the exercise of its rights under this **paragraph 10** (including, without limitation, reasonable fees and expenses of attorneys for the Secured Party). In the event the Secured Party shall commence any such enforcement action, the Secured Party shall use its reasonable efforts to provide Grantor with ten (10) days prior written notice thereof, and shall provide Grantor with an opportunity to participate in any such action, at Grantor's expense.

- 11. <u>Waivers</u>. The Secured Party's failure, at any time or times hereafter, to require strict performance by Grantor of any provisions of this Agreement shall not waive, affect or diminish any right of the Secured Party thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Secured Party have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Secured Party unless such suspension or waiver is in writing signed by an officer of the Secured Party and directed to Grantor specifying such suspension or waiver.
- 12. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 13. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>paragraph 5</u> hereof or by a writing signed by the parties hereto.

## 14. Power of Attorney; Cumulative Remedies.

(a) Grantor hereby irrevocably designates, constitutes and appoints the Secured Party (and all persons designated by the Secured Party in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and to the extent permitted by applicable law authorizes the Secured Party and any of the Secured Party's designees, in Grantor's or the Secured Party's name, to take any action and execute any instrument which the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, if, Grantor fails to take such action or execute such instrument within a reasonable time after the Secured Party's written request therefor, solely from and after the occurrence and during the continuation of an Event of Default, including, without limitation, to the extent permitted by applicable law, authorization to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Trademarks, the Trademark Licenses or the other Trademark Collateral, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Trademark Licenses or the

other Trademark Collateral, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, and (iv) take any other actions with respect to the Trademarks, the Trademark Licenses or the other Trademark Collateral as the Secured Party, deems necessary. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with this Agreement and the Financing Agreement by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Indebtedness shall have been paid in full and the Financing Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party or any Secured Party under the Financing Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

- (b) The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC. Upon the occurrence and during the continuation of an Event of Default and the election by the Secured Party to exercise any of its remedies under the UCC with respect to the Trademarks, Trademark Licenses, and other Trademark Collateral, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks, the Trademark Licenses and the other Trademark Collateral to the Secured Party or any transferee of the Secured Party and to execute and deliver to the Secured Party or any such transferee all such agreements, documents and instruments requested by the Secured Party to effect such assignment, conveyance and transfer. All of the Secured Party's rights and remedies with respect to the Trademarks, the Trademark Licenses, and other Trademark Collateral. whether established hereby, by the Financing Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. It is hereby expressly agreed that upon the occurrence and during the continuation of an Event of Default, the Secured Party may exercise any of the rights and remedies provided in this Agreement and any other of the other Loan Documents, in accordance with the terms hereof and thereof and to the extent permitted by applicable law.
- 15. <u>Successors and Assigns</u>. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Secured Party's prior written consent.
- 16. G<u>OVERNING LAW</u>. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.
- 17. <u>Notices</u>. All notices or other communications hereunder shall be in writing and given in the manner and delivered to the addresses set forth in the Financing Agreement.
- 18. <u>Paragraph Titles</u>. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

- 19. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts and by different parties hereto 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.
- 20. Recordation of Assignment for Security (Trademarks). Simultaneously with the execution and delivery of this Agreement, Grantor will execute and deliver to the Secured Party an Assignment for Security (Trademarks) in the form attached hereto as **Exhibit A** for recordation in the United States Patent and Trademark Office.
- 21. WAIVER OF JURY TRIAL. EACH OF GRANTOR AND THE SECURED PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER. GRANTOR HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS TO SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED. IN NO EVENT WILL THE SECURED PARTY OR ANY SECURED PARTY BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.
- 22. <u>Conflicts with Financing Agreement</u>. In the event that any of the terms, covenants and provisions of this Agreement shall conflict with any analogous terms, covenants and provisions of the Financing Agreement, the terms, covenants and provisions of the Financing Agreement shall govern; provided, however, that provisions that impose additional obligations (as opposed to inconsistent obligations) shall not be deemed to be conflicting and Grantor shall be obligated to comply with both documents to the extent able to do so.

[INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party and Grantor have each duly executed this Trademark Security Agreement as of the day and year first above written.

APPLIED CLINICAL INTELLIGENCE, LLC By: ACI Holdings, Inc., its sole member

By:

Jonathan H. Seltzer, President

WILMINGTON SAVINGS FUND SOCIETY, FSB

Bv:

David W. Mills, Senior Vice President

Signature Page of Trademark Security Agreement

#### **ACKNOWLEDGEMENT**

| COMMONWEALTH OF PENNSYLVANIA | : |    |
|------------------------------|---|----|
|                              |   | SS |
| COUNTY OF Managements        | ; |    |

On this, the day of \_\_\_\_\_\_, 2017, before me, the undersigned officer, personally appeared Jonathan H. Seltzer, who acknowledged himself to be President of ACI Holdings, Inc., the sole member of Applied Clinical Intelligence, LLC, a Pennsylvania limited liability company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
KRISTINA HIGGINS
Rotary Public
LOWEN MERION TWP, MONTGOMERY COUNTY
My Commission Expires Apr 8, 2018

Notary Public Hostine Higgso

# Schedule A to Trademark Security Agreement

| Trademark | Country       | Registration<br>Number | Date of<br>Registration | Current Renewal<br>Date |
|-----------|---------------|------------------------|-------------------------|-------------------------|
| AIMS      | United States | 4,670,749              | Jan. 13, 2015           | Jan. 13, 2025           |
|           |               |                        |                         |                         |
|           |               |                        |                         |                         |
|           |               |                        |                         |                         |
|           |               |                        |                         |                         |

| TRADEMARK    | COUNTRY       | APPLICATION NUMBER- | FILING DATE   |
|--------------|---------------|---------------------|---------------|
|              |               | SERIAL NUMBER       |               |
| ACI Clinical | United States | 87495295            | June 19, 2017 |

## **EXHIBIT A**

# ASSIGNMENT FOR SECURITY

# ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, APPLIED CLINICAL INTELLIGENCE, LLC, a Pennsylvania limited liability company, having its chief executive office at 3 Bala Plaza West, Suite 412, 251 St. Asaphs Road, Bala Cynwyd, PA 19004 (the "Assignor"), holds all right, title and interest in the trademarks and trademark applications listed on the annexed Schedule 1A, which trademarks are issued or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of November 7, 2017 (the "Security Agreement") in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB (the "Assignee") in its capacity as Secured Party (as such term is defined in the Security Agreement):

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Financing Agreement described in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer on Novabar 7, 2017.

> APPLIED CLINICAL INTELLIGENCE, LLC By: ACI Holdings, Inc., its sole member

By: Jonathan H. Seltzer, President

## ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

|  | . 33   |
|--|--|
| COUNTY OF Mary may   | :  |
| personally appeared Jonathan H. Seltzer, who Holdings, Inc., the sole member of Applied C  | , 2017, before me, the undersigned officer of acknowledged himself to be President of AC linical Intelligence, LLC, a Pennsylvania limited sident, being authorized to do so, executed the ontained. |
| IN WITNESS WHEREOF, I have hereu   | into set my hand and official seal.  |
|  | Notary Public Krishna Wayins   |
|  | Notary Public // Kalabas Wasan   |
| COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  KRISTINA HIGGINS  NOTATY PUBLIC  LOWER MERION TWP, MONTGOMERY COUNTY  My Commission Expires Apr 6, 2018 |  |

# Schedule 1A

| Country       | Registration<br>Number | Date of Registration | Status of section 8/15 filings | Current Renewal Date |
|---------------|------------------------|----------------------|--------------------------------|----------------------|
| United States | 4,670,749              | Jan. 13, 2015        | N/A                            | Jan. 13, 2025        |
|               |                        |                      |                                |                      |
|               |                        |                      |                                |                      |
|               | United States          |                      |                                |                      |

| TRADEMARK    | COUNTRY       | APPLICATION NUMBER- | FILING DATE   |
|--------------|---------------|---------------------|---------------|
| ACI Clinical | United States | 87495295            | June 19, 2017 |

TRADEMARK
REEL: 006199 FRAME: 0797

{Client Files/008177/00029/01090589.DOCX;2} RECORDED: 11/08/2017