

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rowdmap, Inc.		11/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	500 Stanton Christiana Road		
Internal Address:	Ops Building 2, 3rd Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713-2107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5145294		
Registration Number:	5132360	ROWDMAP	
Registration Number:	4838661	RISK-READINESS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		
DATE SIGNED:	11/16/2017		
Total Attachments: 6			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 15, 2017, (this “Agreement”), by ROWDMAP, INC., a Delaware corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A. (“JPM”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Amended and Restated First Lien Pledge and Security Agreement, dated as of September 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Amended and Restated First Lien Credit Agreement, dated as of September 28, 2016 (as amended pursuant to that certain First Amendment Agreement, dated as of April 7, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “First Lien Credit Agreement”), by and among, *inter alios*, Cotiviti Intermediate Holdings, Inc., a Delaware corporation, as Holdings, Cotiviti Corporation, a Delaware corporation, as the Top Borrower, the other Borrower party thereto, the Lenders from time to time party thereto, JPM, in its capacities as the swingline lender and as administrative agent and collateral agent for the Lenders and the Issuing Banks party thereto. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

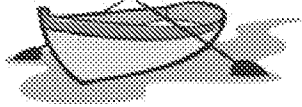
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ROWDMAP, INC.

DocuSigned by:
By:  _____
Name: Jonathan Olefson
Title: Sr. VP, General Counsel and Secretary

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
ROWDMAP, INC.	5145294	
ROWDMAP, INC.	5132360	ROWDMAP
ROWDMAP, INC.	4838661	RISK-READINESS

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

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RECORDED: 11/16/2017

**TRADEMARK
REEL: 006206 FRAME: 0976**