

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM485389

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	900455577
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOYRING CONSULTING, INC.		05/11/2018	Corporation: FLORIDA
BIVARUS, INC.		05/11/2018	Corporation: DELAWARE
IMPROVE PX, LLC		05/11/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A. as Administrative and Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4299292	BIVARUS
Registration Number:	4271348	ROUNDING PAD
Registration Number:	4744415	BLG
Registration Number:	3093258	BRIGHT IDEAS MANAGER
Registration Number:	4610909	COMMUNITY INSIGHTS
Registration Number:	4222475	INSIGHTS ONLINE
Registration Number:	4230531	PATIENT INSIGHTS
Registration Number:	4230530	PHYSICIAN INSIGHTS
Registration Number:	4124370	SOYRING CONSULTING
Serial Number:	87056872	ENGAGERX

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

TRADEMARK

Phone: 202-370-4750
Email: ipteam@cogencyglobal.com
Correspondent Name: MELONY SOT
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F177728 TM 2L
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NAME OF SUBMITTER:	Mariah Kenna
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SIGNATURE:	/Mariah Kenna/
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DATE SIGNED:	08/09/2018
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of May 11, 2018 (this “Agreement”), by and among the Subsidiary Parties (as defined in the Security Agreement referred to below) from time to time party hereto (the foregoing, each a “Grantor”) and Citibank, N.A. in its capacity as administrative agent and collateral agent (in such capacities, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of October 21, 2016 (as amended by the First Amendment thereto, dated as of October 23, 2017 and as further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Emerald Intermediate, Inc. (“Holdings”), Press Ganey Holdings, Inc. (as successor in interest to Emerald BidCo, Inc.) (the “Borrower”), the lenders from time to time party thereto and the Administrative Agent, and (b) the Second Lien Pledge and Security Agreement dated as of October 21, 2016 (the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 the event of any conflict between

the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. 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.

SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECURITY AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank]

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

SOYRING CONSULTING, INC.

By: Breht T. Feigh

Name: Breht T. Feigh

Title: Treasurer

BIVARUS, INC.

By: Breht T. Feigh

Name: Breht T. Feigh

Title: Treasurer

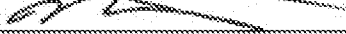
IMPROVE PX, LLC

By: Breht T. Feigh

Name: Breht T. Feigh

Title: Treasurer

CITIBANK, N.A.,
as Administrative Agent

By: _____

Name:

Title:

Michael Tortora
Director

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Bivarus, Inc.	4,299,292	BIVARUS
Bivarus, Inc.	4,271,348	ROUNDING PAD
Improve PX, LLC	4,744,415	BLG
Improve PX, LLC	3,093,258	BRIGHT IDEAS MANAGER
Improve PX, LLC	4,610,909	COMMUNITY INSIGHTS
Improve PX, LLC	4,222,475	INSIGHTS ONLINE
Improve PX, LLC	4,230,531	PATIENT INSIGHTS
Improve PX, LLC	4,230,530	PHYSICIAN INSIGHTS
Soyring, Consulting, Inc.	4,124,370	SOYRING CONSULTING

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Improve PX, LLC	87/056,872	ENGAGERX