

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MediQuant-Pro, LLC		08/31/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Agent		
Street Address:	275 Grove Street		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3882227	MEDIQUANT	
Registration Number:	3872149	DATAARK	
Registration Number:	4362602	DATA RETENTION ROADMAP	
Registration Number:	4566701	FIRSTCOMPLY	
Registration Number:	4566747	ACCURULES	
Registration Number:	4770151	EXTRACT UNIVERSITY	
Registration Number:	5461014	HEALTH DATA STEWARDSHIP	
Registration Number:	5535151	ARKLOAD	
Serial Number:	87232382	OPENARK	
Serial Number:	87452827	COMMONARK	
Serial Number:	87849272	ARKPATH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		

OP \$290.00 3882227

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F179088

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 08/31/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of August 31, 2018, is entered into by and between MEDIQUANT-PRO, LLC, an Ohio limited liability company ("*Grantor*") and SILICON VALLEY BANK, as Administrative Agent (the "*Agent*") pursuant to that certain Guarantee and Collateral Agreement, dated as of the date hereof, among the Agent, Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of the date hereof, among Grantor, the other Loan Parties party thereto, the Lenders from time to time party thereto, and the Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Agent for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor's rights, titles and interests in, to and under the Trademarks and all Proceeds, Supporting Obligations and products of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided that, no Lien or security interest shall be granted in, and the term "Trademarks" shall not include, Excluded Assets.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration of the Trademarks existing as of the date hereof.

(c) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Agent for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Agent, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

6900 S. Edgerton Rd. #100
Brecksville, OH 44141

GRANTOR:

MEDIQUANT-PRO, LLC.
as Grantor

By: *Lynn Shoda*
Name: Lynn Shoda
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006427 FRAME: 0607


Address of Agent:

275 Grove Street
Newton, Massachusetts 02466
Attention: Mr. Peter Benham
Facsimile No.: 617-969-4395

AGENT:

SILICON VALLEY BANK,
as Agent

By:

Name:  Jeffrey Ralto

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006427 FRAME: 0608

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Loan Party</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
MediQuant-PRO, LLC	3882227	11/30/2010	9/18/2009	MediQuant-PRO, LLC	MediQuant
MediQuant-PRO, LLC	3872149	11/9/2010	9/18/2009	MediQuant-PRO, LLC	DataArk
MediQuant-PRO, LLC	4362602	7/2/2013	2/6/2013	MediQuant-PRO, LLC	Data Retention Roadmap
MediQuant-PRO, LLC	4566701	7/15/2014	6/26/2013	MediQuant-PRO, LLC	FirstComply
MediQuant-PRO, LLC	4566747	7/15/2014	1/12/2013	MediQuant-PRO, LLC	AccuRules
MediQuant-PRO, LLC	4770151	7/7/2015	5/23/2014	MediQuant-PRO, LLC	Extract University
MediQuant-PRO, LLC	5461014	5/1/2018	7/17/2017	MediQuant-PRO, LLC	Health Data Stewardship
MediQuant-PRO, LLC	5535151	8/7/2018	1/3/2018	MediQuant-PRO, LLC	ArkLoad

*for any domain name, include internet protocol address and registrar of such domain name

Pending Trademark Applications

<u>Loan Party</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
MediQuant-PRO, LLC	87232382	11/10/2016	MediQuant-PRO, LLC	OpenArk
MediQuant-PRO, LLC	87452827	5/17/2017	MediQuant-PRO, LLC	CommonArk
MediQuant-PRO, LLC	87849272	3/26/2018	MediQuant-PRO, LLC	ArkPath