

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL HEALTHCARE ALLIANCE, INC.		10/22/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Administrative Agent		
Street Address:	500 West 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5092956	QUALITY, CARE, AND VALUE. TOGETHER.	
Registration Number:	4983500	CLEAN PAY RATE	
Registration Number:	3236515	GLOBAL HEALTHCARE ALLIANCE	
Registration Number:	3696648		
Registration Number:	3696283	GLOBAL HEALTHCARE ALLIANCE	
Registration Number:	3558051	PAYOR-PROVIDER INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ ALANA GRAMER		
DATE SIGNED:	10/22/2018		

CH \$165.00 5092956

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of October 22, 2018, is made by and between GLOBAL HEALTHCARE ALLIANCE, INC., a Texas corporation (“Grantor”), and AB PRIVATE CREDIT INVESTORS LLC, as administrative agent (“Administrative Agent”), and as lead arranger for the lenders under the Credit Agreement referenced below (the “Secured Parties”).

RECITALS

A. WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among GHA Intermediate, Inc., a Delaware corporation (“Holdings”), GHA Buyer, Inc., a Delaware corporation (the “Borrower”), the several financial institutions or entities from time to time parties thereto (each a “Lender” and collectively, the “Lenders”), and Administrative Agent, the Lenders have severally agreed to make financial accommodations to the Borrower upon the terms and conditions set forth therein;

B. WHEREAS, in connection with the Credit Agreement, Grantor and certain other affiliates of Grantor have executed and delivered the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), in favor of Administrative Agent;

C. WHEREAS, pursuant to the Collateral Agreement, Grantor pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral;

D. WHEREAS, pursuant to the terms of the Collateral Agreement and in furtherance thereof, Grantor has duly authorized and agreed to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Administrative Agent as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement, the Collateral Agreement, and the terms and provisions thereof are hereby incorporated in their entirety by this reference thereto. The provisions of the Credit Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the IP Collateral (as defined below) are as provided by the Credit Agreement and the Collateral Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies. Capitalized terms used herein which are not defined herein, but are defined in the Credit Agreement or the Collateral Agreement, shall have the meanings given to them in the Credit Agreement or the Collateral Agreement, as the context requires.

2. **Grant of Security Interest.** To secure the complete and timely satisfaction of the Secured Obligations, Grantor hereby pledges and grants to Administrative Agent, for the benefit of Lenders, a security interest in and to all of Grantor's right, title and interest in, to and under all Intellectual Property constituting Collateral, including, without limitation, all of the following, whether now existing or hereafter arising (collectively, the "IP Collateral"):

(a) Patents, including all patent registrations and pending patent applications, including, without limitation, those set forth in Schedule 1, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;

(b) Trademarks, including all trademark registrations and pending trademark applications, including, without limitation, those set forth in Schedule 2, together with the goodwill connected with the use thereof and symbolized thereby and all renewals thereof;

(c) Copyrights, including all copyright registrations, and pending copyright applications, including, without limitation, those set forth in Schedule 3, and all renewals thereof;

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, in each case, to the extent constituting Collateral; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, in each case, to the extent constituting Collateral; provided that nothing in this Agreement shall constitute an assignment of an "intent to use" application of a trademark, to the extent such assignment would render the application void.

3. **Reserved.**

4. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Administrative Agent.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an

executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

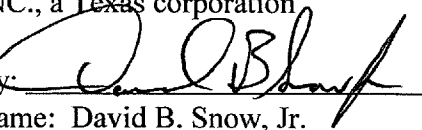
6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

7. **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of law rules thereof (other than Section 5-1401 of the New York General Obligations Law).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GLOBAL HEALTHCARE ALLIANCE,
INC., a Texas corporation

By: 

Name: David B. Snow, Jr.

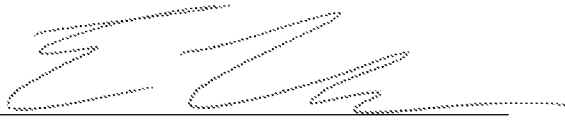
Title: Chief Executive Officer, President and
Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006463 FRAME: 0146

AGREED TO AND ACCEPTED:

AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

By: 

Name: Evan Cohen

Title: Managing Director

SCHEDULE 1

Patents

Patent	Jurisdiction	Application Date	Application Number	Owner of Record/Filer
Administration of Bundled Health Care Pricing.	United States	02/21/2012	13/401,681	Global Healthcare Alliance, Inc.

SCHEDULE 2

Trademarks

Trademark	Jurisdiction	Registration Date	Registration Number	Owner of Record/Filer
QUALITY, CARE, AND VALUE. TOGETHER.	United States	11/29/2016	5092956	Global Healthcare Alliance, Inc.
CLEAN PAY RATE	United States	06/21/2016	4983500	Global Healthcare Alliance, Inc.
GLOBAL HEALTHCARE ALLIANCE	United States	05/01/2007	3236515	Global Healthcare Alliance, Inc.
SPIRAL SHAPE DESIGN 	United States	10/13/2009	3696648	Global Healthcare Alliance, Inc.
GLOBAL HEALTHCARE ALLIANCE DESIGN 	United States	10/13/2009	3696283	Global Healthcare Alliance, Inc.
PAYOR-PROVIDER INTELLIGENCE	United States	01/06/2009	3558051	Global Healthcare Alliance, Inc.

SCHEDULE 3

Copyrights

None.