

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Accumen Inc.		01/16/2019	Corporation: DELAWARE
CHI Solutions, Inc.		01/16/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kayne Senior Credit III Loanco, LLC, as administrative agent		
<b>Street Address:</b>	150 N. Riverside Plaza		
<b>Internal Address:</b>	Suite 2010		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4972898	ACCELERATING BREAKTHROUGH PERFORMANCE	
<b>Registration Number:</b>	4593766	ACCUMEN	
<b>Registration Number:</b>	5223998	PROFOUNDLY IMPACTING HEALTHCARE	
<b>Registration Number:</b>	4823839	CHI IQ	
<b>Registration Number:</b>	3944276	X CHI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	044558-0011		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (044558-0011)		
<b>SIGNATURE:</b>	/kc for sk/		

CH \$140.00 4972898

<b>DATE SIGNED:</b>	01/16/2019
<b>Total Attachments: 4</b> source=Accumen - Trademark Security Agreement (002)#page1.tif source=Accumen - Trademark Security Agreement (002)#page2.tif source=Accumen - Trademark Security Agreement (002)#page3.tif source=Accumen - Trademark Security Agreement (002)#page4.tif	

## **TRADEMARK SECURITY AGREEMENT**

This **Trademark Security Agreement**, dated as of January 16, 2019, by and among the Grantors listed on the signature pages hereof (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of KAYNE SENIOR CREDIT III LOANCO, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

### **W I T N E S S E T H:**

WHEREAS, the Grantors are party to a Security Agreement dated as of January 16, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement; capitalized terms used herein and not otherwise defined herein or in the Security Agreement shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the Collateral (excluding any Excluded Assets) of such Grantor, including without limitation, the Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature pages follow]

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

ACCUMEN INC.

By: 

Name: Jeffrey Osborne

Title: President and Chief Executive Officer

CHI SOLUTIONS, INC.

By: 

Name: Jeffrey Osborne

Title: President and Chief Executive Officer

**KAYNE SENIOR CREDIT III LOANCO, LLC,**  
as Administrative Agent

By: 

Name: Dong Goodwillie

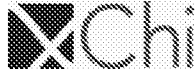
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006526 FRAME: 0813**

**Schedule I**  
**Trademark Registrations and Use Applications**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Accumen Inc.	4972898	ACCELERATING BREAKTHROUGH PERFORMANCE
Accumen Inc.	4593766	ACCUMEN
Accumen Inc.	5223998	PROFOUNDLY IMPACTING HEALTHCARE
Chi Solutions, Inc.	4823839	CHI IQ
Chi Solutions, Inc.	3944276	

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
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