

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gorman Health Group, LLC		11/16/2018	Limited Liability Company: D.C.
HealthScape Advisors, LLC		11/16/2018	Limited Liability Company: ILLINOIS
Pareto Intelligence LLC		11/16/2018	Corporation: ILLINOIS
United States Pharmaceutical Group, L.L.C.		11/16/2018	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Churchill Agency Services LLC, as Administrative Agent and Collateral Agent
<b>Street Address:</b>	1289 West City Center Drive, Suite 100
<b>City:</b>	Carmel
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46032
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5081085	GORMAN HEALTH GROUP
<b>Registration Number:</b>	5081047	SALES SENTINEL
<b>Registration Number:</b>	5081076	CASE IQ
<b>Registration Number:</b>	5068378	
<b>Registration Number:</b>	5068382	
<b>Registration Number:</b>	5266937	SENTINEL ELITE
<b>Registration Number:</b>	5251968	SENTINEL ELITE
<b>Registration Number:</b>	5321961	THE INSIDER
<b>Registration Number:</b>	5321994	I
<b>Registration Number:</b>	5068325	VALENCIA
<b>Registration Number:</b>	5141563	HEALTHSCAPE ADVISORS
<b>Registration Number:</b>	5141562	HEALTHSCAPE ADVISORS
<b>Registration Number:</b>	5141558	HEALTHSCAPE ADVISORS
<b>Registration Number:</b>	4594797	HEALTHSCAPE ADVISORS
<b>Registration Number:</b>	4770700	MEMBER ECONOMICS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4428065	CONVEY HEALTH SOLUTIONS TECHNOLOGY PEOP
Registration Number:	4410227	TECHNOLOGY. PEOPLE. INNOVATION
Registration Number:	4456469	CONVEY HEALTH SOLUTIONS
Registration Number:	2167671	FUNFIT
Serial Number:	76714523	PARETO INTELLIGENCE
Serial Number:	87097704	PARETO INTELLIGENCE
Serial Number:	87097690	PARETO INTELLIGENCE
Serial Number:	87097700	PARETO INTELLIGENCE
Serial Number:	87766541	CONVEY
Serial Number:	87766575	CONVEY
Serial Number:	87766889	CONVEY

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 2136207848  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Justine Lu/White & Case LLP  
**Address Line 1:** 555 South Flower Street, 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	1564399-0003-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	11/19/2018

**Total Attachments: 7**

source=Project Wrigley - Trademark Security Agreement [Executed]#page1.tif  
source=Project Wrigley - Trademark Security Agreement [Executed]#page2.tif  
source=Project Wrigley - Trademark Security Agreement [Executed]#page3.tif  
source=Project Wrigley - Trademark Security Agreement [Executed]#page4.tif  
source=Project Wrigley - Trademark Security Agreement [Executed]#page5.tif  
source=Project Wrigley - Trademark Security Agreement [Executed]#page6.tif  
source=Project Wrigley - Trademark Security Agreement [Executed]#page7.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 16, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each of (a) Gorman Health Group, LLC, a District of Columbia limited liability company with principal offices at 100 S.E. Third Avenue, 26th FL., Fort Lauderdale, FL 33394 (“**Gorman**”), (b) HealthScape Advisors, LLC, an Illinois limited liability company with principal offices at 55 W. Monroe Street, Suite #2100, Chicago, IL 60603 (“**HealthScape**”), (c) Pareto Intelligence LLC, an Illinois limited liability company with principal offices at 55 W. Monroe Street, Suite #2100, Chicago, IL 60603 (“**Pareto**”) and (d) United States Pharmaceutical Group, L.L.C., a Delaware limited liability company with principal offices at 100 S.E. Third Avenue, 26th FL., Fort Lauderdale, FL 33394 (“**U.S. Pharmaceutical**” and together with Gorman, HealthScape and Pareto, the “**Grantors**” and individually, each a “**Grantor**”), in favor of Churchill Agency Services LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, Grantors are party to that certain Security Agreement, dated as of November 16, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), among Grantors, the other grantors party thereto and the Administrative Agent pursuant to which Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

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

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of each such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each such Grantor or in which each such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

*provided* that the Trademark Collateral shall not include any Excluded Assets.

## **SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

## **SECTION 3. 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 Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

## **SECTION 4. RECORDATION**

**Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.**

## **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantors, and at Grantors' sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

## **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.

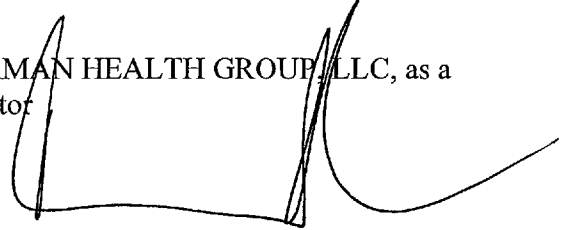
## **SECTION 7. Counterparts**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

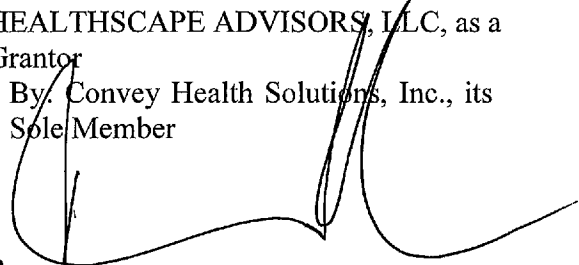
GORMAN HEALTH GROUP, LLC, as a Grantor



By: \_\_\_\_\_  
Name: Timothy Fairbanks  
Title: Chief Financial Officer

HEALTHSCAPE ADVISORS, LLC, as a Grantor

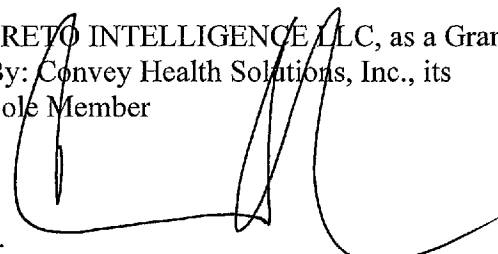
By: Convey Health Solutions, Inc., its Sole Member



By: \_\_\_\_\_  
Name: Timothy Fairbanks  
Title: Chief Financial Officer

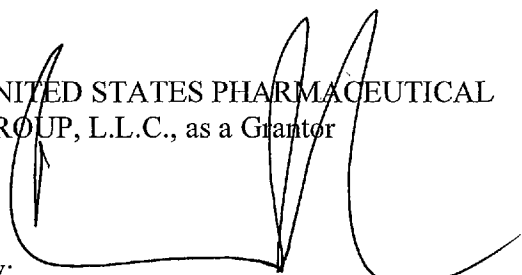
PARETO INTELLIGENCE, LLC, as a Grantor

By: Convey Health Solutions, Inc., its Sole Member



By: \_\_\_\_\_  
Name: Timothy Fairbanks  
Title: Chief Financial Officer

UNITED STATES PHARMACEUTICAL GROUP, L.L.C., as a Grantor



By: \_\_\_\_\_  
Name: Timothy Fairbanks  
Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

CHURCHILL AGENCY SERVICES LLC,  
as Administrative Agent and Collateral Agent





By:   
Name: George Karteson  
Title: Senior Managing Director

[Signature Page to Project Wrigley Trademark Security Agreement]

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**






<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Gorman Health Group, LLC		5081085	11/15/2016
Gorman Health Group, LLC	<b>SALES SENTINEL</b>	5081047	11/15/2016
Gorman Health Group, LLC	<b>CASE IQ</b>	5081076	11/15/2016
Gorman Health Group, LLC		5068378	10/25/2016
Gorman Health Group, LLC		5068382	10/25/2016
Gorman Health Group, LLC	<b>SENTINEL ELITE</b>	5266937	08/15/2017
Gorman Health Group, LLC		5251968	07/25/2017
Gorman Health Group, LLC	<b>THE INSIDER</b>	5321961	10/31/2017
Gorman Health Group, LLC		5321994	10/31/2017
Gorman Health Group, LLC	<b>VALENCIA</b>	5068325	10/25/2016

Healthscape Advisors, LLC		5141563	02/14/2017
Healthscape Advisors, LLC		5141562	02/14/2017
Healthscape Advisors, LLC	HEALTHSCAPE ADVISORS	5141558	02/14/2017
Healthscape Advisors, LLC		4594797	09/02/2014
Pareto Intelligence LLC	MEMBER ECONOMICS	4770700	07/07/2015
United States Pharmaceutical Group, L.L.C.		4428065	11/5/2013
United States Pharmaceutical Group, L.L.C.	TECHNOLOGY PEOPLE INNOVATION	4410227	10/01/2013
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	4456469	12/24/2013
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	2167671	01/22/2013
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	33435200	03/08/2018
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	N/A	04/08/2015
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	2013-000638042	02/12/2013
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	642620	02/11/2013
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	10171730	01/18/2013
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	355759	10/11/2005
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	N/A	09/28/2005
United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	2005-00500209	09/27/2005



United States Pharmaceutical Group, L.L.C.	CONVEY HEALTH SOLUTIONS	10075621	09/08/2005
--	-------------------------	----------	------------

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>
Healthscape Advisors, LLC		76714523	07/09/2013
Pareto Intelligence LLC		87097704	07/08/2016
Pareto Intelligence LLC	PARETO INTELLIGENCE	87097690	07/08/2016
Pareto Intelligence LLC		87097700	07/08/2016
United States Pharmaceutical Group, L.L.C.	CONVEY	87766541	01/23/2018
United States Pharmaceutical Group, L.L.C.		87766575	01/23/2018
United States Pharmaceutical Group, L.L.C.		87766889	01/23/2018