

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Catalyst, Inc.		02/06/2019	Corporation: DELAWARE
Medicity LLC		02/06/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OrbiMed Royalty Opportunities II, LP		
Street Address:	601 Lexington Avenue, 54th Floor		
Internal Address:	c/o OrbiMed Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5399190	HAS	
Registration Number:	4618041	HEALTH CATALYST	
Registration Number:	4916387	HEALTHCARE QUALITY CATALYST	
Registration Number:	4606094	HEALTHCATALYST	
Registration Number:	4575888	IGNITE CHANGE	
Registration Number:	4575886	IGNITE CHANGE	
Registration Number:	3788272	INEXX	
Registration Number:	4627151	KNOWLEDGE EDGE	
Registration Number:	4623302	KNOWLEDGEEDGE	
Registration Number:	4409402	M E D I C I T Y	
Registration Number:	5447884	MBL	
Registration Number:	2737261	MEDICITY	
Registration Number:	4575889		
Registration Number:	5464274		
Serial Number:	87260078	IGNITE OUTCOMES	
Serial Number:	87260121	LEADING WISELY	
Serial Number:	87605226	MBL	
TRADEMARK			

CH \$490.00 5399190

Property Type	Number	Word Mark
Serial Number:	87748726	HEALTH CATALYST
Serial Number:	88054471	TOUCHSTONE

CORRESPONDENCE DATA

Fax Number: 2026626291

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: (202)662-6000

Email: jaugsburger@cov.com

Correspondent Name: Covington & Burling LLP

Address Line 1: One CityCenter, 850 Tenth Street, NW

Address Line 2: Attn: Patent Docketing

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER: 034550.00055

NAME OF SUBMITTER: Jennifer Augsburger

SIGNATURE: /jenn augsburger/

DATE SIGNED: 02/08/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2019 (this “Agreement”), is made by Health Catalyst, Inc., a Delaware corporation and Medicity LLC, a Delaware limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “Lender”).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of February 6, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and between Health Catalyst, Inc., a Delaware corporation (the “Borrower”) and the Lender, the Lender has extended a Commitment to make the Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Lender, dated as of February 6, 2019 (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Lender, for the Lender’s benefit, a continuing security interest in all of Grantor’s right, title and interest in and to the Trademark Collateral, including those referred to in Item A of Schedule I hereto.

Notwithstanding anything to the contrary, the Trademark Collateral does not include (a) Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent to use” of such Trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that

granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or (b) other Excluded Property.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Lender for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such Disposition or termination, the Lender will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Lender hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Effectiveness. This Agreement shall become effective when a counterpart hereof executed by the Grantor shall have been received by the Lender. Delivery of an executed counterpart of a signature page to this Agreement by email (in "pdf," "tiff" or similar format) or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

HEALTH CATALYST, INC.

By: J. Patrick Nelli
Name: J. Patrick Nelli
Title: Chief Financial Officer

MEDICITY LLC

By: Health Catalyst, Inc.
Its: Sole Member

By: J. Patrick Nelli
Name: J. Patrick Nelli
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

COUNTRY	TRADEMARK	REGISTRATION NO	REGISTRATION DATE
United States of America	HAS	5399190	Feb 13, 2018
United States of America	HEALTH CATALYST	4618041	Oct 7, 2014
United States of America	HEALTHCARE QUALITY CATALYST	4916387	Mar 15, 2016
United States of America	HEALTHCATALYST	4606094	Sep 16, 2014
United States of America	IGNITE CHANGE	4575888	Jul 29, 2014
United States of America	IGNITE CHANGE	4575886	Jul 29, 2014
United States of America	INEXX	3788272	May 11, 2010
Canada	INEXX	TMA855444	Jul 17, 2013
European Union	INEXX	008410111	Jul 9, 2010
United States of America	KNOWLEDGE EDGE (with vertical slash)	4627151	Oct 28, 2014
United States of America	KNOWLEDGEEDGE	4623302	Oct 21, 2014
United States of America	M E D I C I T Y & Design	4409402	Oct 1, 2013
China	M E D I C I T Y & Design	12916788	Dec 14, 2014
China	M E D I C I T Y & Design	12916789	Dec 21, 2014
United States of America	MBL	5447884	Apr 17, 2018
United States of America	MEDICITY	2737261	Jul 15, 2003
China	MEDICITY	12916792	Jan 21, 2015
China	MEDIPRISE	12916791	Apr 21, 2015
Canada	MEDITRUST	TMA818947	Mar 2, 2012

COUNTRY	TRADEMARK	REGISTRATION NO	REGISTRATION DATE
European Union	MEDITRUST	008410136	Mar 4, 2011
China	MEDITRUST	12916793	Apr 14, 2015
China	MEDITRUST	12916794	Apr 21, 2015
United States of America	Miscellaneous Design (Flame)	4575889	Jul 29, 2014
United States of America	Miscellaneous Design (Flame)	5464274	May 8, 2018
China	PROACCESS	12916790	Apr 14, 2015

Pending Trademark Applications

COUNTRY	TRADEMARK	SERIAL NO.	FILING DATE
United States of America	IGNITE OUTCOMES	87260078	Dec 7, 2016
United States of America	LEADING WISELY	87260121	Dec 7, 2016
United States of America	MBL	87605226	Sep 12, 2017
United States of America	HEALTH CATALYST	87748726	Jan 9, 2018
United States of America	TOUCHSTONE	88054471	Jul 26, 2018