

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concerro, Inc.		04/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4213435	CARECONNECT	
Registration Number:	4205412	SHIFTPREDICT	
Registration Number:	4205407	SHIFTRWARDS	
Registration Number:	4149252	SHIFTSELECT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0349		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/09/2019		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2019 (this "Trademark Security Agreement"), made by VENDOR CREDENTIALING SERVICE LLC, a Texas limited liability company, API HEALTHCARE CORPORATION, a Wisconsin corporation, and CONCERRO, INC., a California corporation (each a "Grantor" and collectively, the "Grantors"), in favor of ANTARES CAPITAL LP, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CALIPER SOFTWARE, INC., a Delaware corporation (the "Borrower"), SYMPLR SOFTWARE INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), the Subsidiaries of the Borrower party thereto from time to time, ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantors are parties to the Security Agreement, dated as of November 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral 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 for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantors' right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest.

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 Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantors

hereby acknowledge and affirm that the rights and remedies of the Collateral 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. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of the Grantors shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

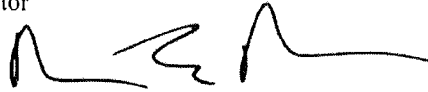
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.


[Signature pages follow]

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

API HEALTHCARE CORPORATION,
a Wisconsin corporation,
as Grantor

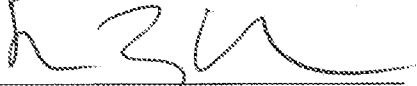
By: 
Name: Richard J. Pleczko
Title: Chief Executive Officer

CONCERRO, INC.,
a California corporation,
as Grantor

By: 
Name: Richard J. Pleczko
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

VENDOR CREDENTIALING SERVICE LLC,
a Texas limited liability company,
as Grantor

By: 

Name: Richard J. Pleczko
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: *Daniel J. Landis*

Name: Daniel J. Landis

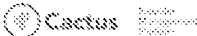

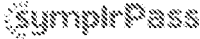

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006613 FRAME: 0148

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
CACTUS	42	88191541 13-NOV-2018		Vendor Credentialing Service LLC
CACTUS PROVIDER MANAGEMENT PLATFORM 	42	88192220 13-NOV-2018		Vendor Credentialing Service LLC
Design Only 	42	88192143 13-NOV-2018		Vendor Credentialing Service LLC
SYMPLRPASS	9	88267715 18-JAN-2019		Vendor Credentialing Service LLC
SYMPLRPASS 	9	88267833 18-JAN-2019		Vendor Credentialing Service LLC
ACTIVESTAFFER	9	75519778 16-JUL-1998	2272174 24-AUG-1999	API Healthcare Corporation
API HEALTHCARE	9	77739907 19-MAY-2009	3751561 23-FEB-2010	API Healthcare Corporation
API HEALTHCARE 	9	77739909 19-MAY-2009	3751562 23-FEB-2010	API Healthcare Corporation
API HEALTHCARE ELECTRONIC EMPLOYEE RECORD	9	85772399 06-NOV-2012	4495863 11-MAR-2014	API Healthcare Corporation
ATTENDANCE+	9	75251286 04-MAR-1997	2149184 07-APR-1998	API Healthcare Corporation
DEDUCTIT	9	75290121 12-MAY-1997	2158917 19-MAY-1998	API Healthcare Corporation
EDTRACK	9	75251290 04-MAR-1997	2152182 21-APR-1998	API Healthcare Corporation
EER	9	85772409 06-NOV-2012	4502660 25-MAR-2014	API Healthcare Corporation

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Owner
LABORVISION	9	76371918 15-FEB-2002	2666308 24-DEC-2002	API Healthcare Corporation
PAYROLLMATION	9	74207843 30-SEP-1991	1719977 29-SEP-1992	API Healthcare Corporation
TIMECALL	9	74400986 14-JUN-1993	1852264 06-SEP-1994	API Healthcare Corporation
TIMEID	9	74673275 12-MAY-1995	1966889 09-APR-1996	API Healthcare Corporation
TIMEPC	9	75290249 12-MAY-1997	2160516 26-MAY-1998	API Healthcare Corporation
WWW.REPORTXPRESS	9	75551583 10-SEP-1998	2307274 11-JAN-2000	API Healthcare Corporation
WWW.TIMEPC	9	75519779 16-JUL-1998	2308735 18-JAN-2000	API Healthcare Corporation
APPLICANTS NAVIGATOR	9	75169298 20-SEP-1996	2106934 21-OCT-1997	API Healthcare Corporation
BENEFITS NAVIGATOR	9	75169299 20-SEP-1996	2106935 21-OCT-1997	API Healthcare Corporation
PAYROLL NAVIGATOR	9	75169077 20-SEP-1996	2106929 21-OCT-1997	API Healthcare Corporation
POSITION CONTROL NAVIGATOR	9	75169267 20-SEP-1996	2106933 21-OCT-1997	API Healthcare Corporation
REPORTXPRESS	9	74404551 14-JUN-1993	1972091 07-MAY-1996	API Healthcare Corporation
CARECONNECT	35, 42	85531572 01-FEB-2012	4213435 25-SEP-2012	Concerro, Inc.
SHIFTPREDICT	35, 42	85531584 01-FEB-2012	4205412 11-SEP-2012	Concerro, Inc.
SHIFTRWARDS	35	85531479 01-FEB-2012	4205407 11-SEP-2012	Concerro, Inc.
SHIFTSELECT	42	85400551 17-AUG-2011	4149252 29-MAY-2012	Concerro, Inc.