

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iVantage Health Analytics, LLC		05/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCG Senior Funding L.L.C., as Agent		
Street Address:	520 Madison Avenue, 40th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022-4213		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5573504	IVANTAGE	
Registration Number:	4916429	INCONTROL CONTRACT OPTIMIZER	
Registration Number:	4887576	INCONTROL CONTRACT OPTIMIZER	
Registration Number:	4839286	INCONTROL CONTRACT OPTIMIZER	
Registration Number:	4730358	INFORM KNOWLEDGEWEB	
Registration Number:	4706887	INFORM KNOWLEDGEWEB	
Registration Number:	4730359	INFORM KNOWLEDGEWEB	
Registration Number:	4706525	INPERSON POPULATION HEALTH	
Registration Number:	4706526	INPERSON POPULATION HEALTH	
Registration Number:	4706527	INPERSON POPULATION HEALTH	
Registration Number:	4706528	INVISION MARKET VIEWER	
Registration Number:	4797737	INVISION MARKET VIEWER	
Registration Number:	4706529	INVISION MARKET VIEWER	
Registration Number:	4600824	VANTAGEPOINTS	
Registration Number:	4580166	VANTAGEPOINTS	
Registration Number:	4677665	VANTAGEPOINTS	
Registration Number:	4650675	INDICATOR PERFORMANCE MANAGER	
Registration Number:	4706517	INDICATOR PERFORMANCE MANAGER	
Registration Number:	4698306	INDICATOR PERFORMANCE MANAGER	
TRADEMARK			

CH \$690.00 5573504

Property Type	Number	Word Mark
Registration Number:	4579894	RURAL INSIGHTS
Registration Number:	4596322	HOSPITAL STRENGTH INDEX
Registration Number:	4683731	HOSPITAL STRENGTH INDEX
Registration Number:	4592333	HOSPITAL STRENGTH INDEX
Registration Number:	4584080	RURAL INSIGHTS
Registration Number:	4579836	RURAL INSIGHTS
Registration Number:	4762699	INTELLIGENCE FOR THE NEW HEALTHCARE
Registration Number:	4322969	IVANTAGE HEALTH ANALYTICS

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: 3125778467

Email: rebecca.paul@kattenlaw.com

Correspondent Name: Rebecca A. Paul c/o Katten Muchin

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca A. Paul
SIGNATURE:	/Rebecca A. Paul/
DATE SIGNED:	05/01/2019

Total Attachments: 6

source=10. iVantage Health Analytics LLC - Trademark Security Agreement (Executed)#page1.tif

source=10. iVantage Health Analytics LLC - Trademark Security Agreement (Executed)#page2.tif

source=10. iVantage Health Analytics LLC - Trademark Security Agreement (Executed)#page3.tif

source=10. iVantage Health Analytics LLC - Trademark Security Agreement (Executed)#page4.tif

source=10. iVantage Health Analytics LLC - Trademark Security Agreement (Executed)#page5.tif

source=10. iVantage Health Analytics LLC - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 1, 2019 (this “**Trademark Security Agreement**”), is made by the Domestic Loan Party signatory hereto (the “**Grantor**”) in favor of TCG Senior Funding L.L.C., in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain 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**”), by and among TCG HC Merger Sub, LLC, a Delaware limited liability company (to be merged with and into Chartis Holdings, LLC, a Delaware limited liability company (“**Holdings**”) with Holdings surviving such merger), The Chartis Group, LLC, an Illinois limited liability company (“**Borrower**”), the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among Borrower, Holdings, the Grantor, the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the 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 and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute

effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

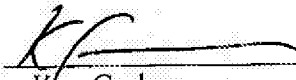
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

IVANTAGE HEALTH ANALYTICS, LLC

By: 
Name: Ken Graboys
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

AGREED AND ACCEPTED
as of the date first written above:


TCG SENIOR FUNDING L.L.C., as Agent

By: 

Name: Timothy Broadbent
Title: Managing Director

SCHEDULE I**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS**

Trademark	Reg. No.	Reg. Date	Status	Record Owner
iVANTAGE	5,573,504	October 02, 2018	Registered	iVantage Health Analytics
INCONTROL CONTRACT OPTIMIZER	4,916,429	March 15, 2016	Registered	iVantage Health Analytics, Inc.
INCONTROL CONTRACT OPTIMIZER	4,887,576	January 19, 2016	Registered	iVantage Health Analytics, Inc.
INCONTROL CONTRACT OPTIMIZER	4,839,286	October 27, 2015	Registered	iVantage Health Analytics, Inc.
INFORM KNOWLEDGEWEB	4,730,358	May 5, 2015	Registered	iVantage Health Analytics, Inc.
INFORM KNOWLEDGEWEB	4,706,887	March 24, 2015	Registered	iVantage Health Analytics, Inc.
INFORM KNOWLEDGEWEB	4,730,359	May 5, 2015	Registered	iVantage Health Analytics, Inc.
INPERSON POPULATION HEALTH	4,706,525	March 24, 2015	Registered	iVantage Health Analytics, Inc.
INPERSON POPULATION HEALTH	4,706,526	March 24, 2015	Registered	iVantage Health Analytics, Inc.
INPERSON POPULATION HEALTH	4,706,527	March 24, 2015	Registered	iVantage Health Analytics, Inc.
INVISION MARKET VIEWER	4,706,528	March 24, 2015	Registered	iVantage Health Analytics, Inc.
INVISION MARKET VIEWER	4,797,737	August 25, 2015	Registered	iVantage Health Analytics, Inc.
INVISION MARKET VIEWER	4,706,529	March 24, 2015	Registered	iVantage Health Analytics, Inc.
VANTAGEPOINTS	4,600,824	September 9, 2014	Registered	iVantage Health Analytics, Inc.
VANTAGEPOINTS	4,580,166	August 5, 2014	Registered	iVantage Health Analytics, Inc.
VANTAGEPOINTS	4,677,665	January 27, 2015	Registered	iVantage Health Analytics, Inc.
INDICATOR PERFORMANCE MANAGER	4,650,675	December 2, 2014	Registered	iVantage Health Analytics, Inc.
INDICATOR PERFORMANCE MANAGER	4,706,517	March 24, 2015	Registered	iVantage Health Analytics, Inc.
INDICATOR PERFORMANCE MANAGER	4,698,306	March 10, 2015	Registered	iVantage Health Analytics, Inc.
RURAL INSIGHTS	4,579,894	August 5, 2014	Registered	iVantage Health Analytics, Inc.
HOSPITAL STRENGTH INDEX	4,596,322	September 2, 2014	Registered	iVantage Health Analytics, Inc.

HOSPITAL STRENGTH INDEX	4,683,731	February 10, 2015	Registered	iVantage Health Analytics, Inc.
HOSPITAL STRENGTH INDEX	4,592,333	August 26, 2014	Registered	iVantage Health Analytics, Inc.
RURAL INSIGHTS	4,584,080	August 12, 2014	Registered	iVantage Health Analytics, Inc.
RURAL INSIGHTS	4,579,836	August 5, 2014	Registered	iVantage Health Analytics, Inc.
INTELLIGENCE FOR THE NEW HEALTHCARE	4,762,699	June 30, 2015	Registered	iVantage Health Analytics, Inc.
	4,322,969	April 23, 2013	Registered	iVantage Health Analytics, Inc.