

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/06/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3690681	SEE YOU IN THE WAITING ROOM	
Registration Number:	4704921	PAGEMATCH	
Registration Number:	4704920	PAGE SCIENCE	
Registration Number:	4565139	ACCENTHEALTH	
Registration Number:	4287068	CONDITIONMATCH	
Registration Number:	3734197	CONTEXTMEDIA	
Registration Number:	4786420	CONTEXTMEDIA HEALTH	
Registration Number:	3625528	DIABETES HEALTH NETWORK	
Registration Number:	4893218	HEART HEALTH NETWORK A CONTEXTMEDIA SERV	
Registration Number:	4065913	RHEUMATOID HEALTH NETWORK A CONTEXTMEDIA	
Serial Number:	87003959	NEW PATIENT START PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		

OP \$290.00 3690681

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1078843

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 05/07/2019

Total Attachments: 6

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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") dated as of May 6, 2019 is by and among **JPMORGAN CHASE BANK, N.A.**, in its capacity as Original Agent (as such term is defined in the Agency Resignation and Appointment Agreement (as defined below)) (in such capacity, the "Original Agent"), **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as Successor Agent (as such term is defined in the Agency Resignation and Appointment Agreement) (in such capacity, the "Successor Agent"), and the party other than the Original Agent and the Successor Agent identified on the signature pages hereto (the "Pledgor").

WHEREAS, Outcome, LLC (as successor to ContextMedia Health Holdings, LLC, "Holdings"), ContextMedia Health, LLC (the "Borrower"), each other Guarantor party thereto, the Lenders and other lenders party thereto from time to time and the Original Agent are parties to that certain Credit Agreement, dated as of December 23, 2016 (as amended and otherwise modified by the Joinder and Release Agreement dated as of February 17, 2017, the Waiver and First Amendment to Credit Agreement dated as of January 31, 2018, the Second Amendment to Credit Agreement dated as of September 28, 2018 and the Third Amendment to Credit Agreement dated as of October 31, 2018, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Guarantee and Collateral Agreement dated as of December 23, 2016 (as amended, restated, amended and restated, replaced, supplemented and/or modified, the "Guarantee and Collateral Agreement") pursuant to which the Pledgor entered into that certain Trademark Security Agreement as of December 23, 2016 (the "Trademark Security Agreement").

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgor pledged and granted to the Original Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under: (a) the United States Trademarks of the Pledgor listed on Schedule 1 attached hereto; (b) all goodwill associated with such Trademarks; and (c) all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 23, 2016 at Reel/Frame 5951/0078.

WHEREAS, in connection with the resignation of the Original Agent and the appointment of Successor Agent, pursuant to that certain Agency Resignation and Appointment Agreement, dated as of April 30, 2019 (the "Agency Resignation and Appointment Agreement"), among the Borrower, Holdings, the Successor Agent, the Original Agent, each other Guarantor signatory thereto and those Lenders under the Credit Agreement which are parties thereto, the Original Agent desires to evidence the assignment of the security interest granted to the Original Agent in the Trademark Collateral to the Successor Agent for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Assignment. The Original Agent hereby irrevocably transfers, assigns, grants, and conveys to the Successor Agent all of the Original Agent's right, title and interest in and to the Trademark Security Agreement and all rights and privileges of Original Agent thereunder, including, without limitation, the security interest granted to the Original Agent in the Trademark Collateral, including the Trademarks identified on Schedule 1 hereto.

2. Representations and Warranties of Original Agent. This Agreement is an absolute assignment, and is made without recourse, representation, or warranty, express or implied, except that the Original Agent represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

3. Cooperation. The Pledgor and the Original Agent hereby authorize the Successor Agent to record this Agreement with the United States Patent and Trademark Office in order to amend the name of the secured party to the Successor Agent.

4. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

6. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Trademark Security Interest Assignment Agreement effective as of the date first above written.

JPMORGAN CHASE BANK, N.A., as the Original Agent

By: *Geraldine A. King*
Name: *Geraldine A. King*
Title: *Executive Director
Special Credits Risk*

[Signature Page to Trademark Security Interest Assignment Agreement]

CORTLAND CAPITAL MARKET SERVICES LLC, as the Successor Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Security Interest Assignment Agreement]

Acknowledged by:

ContextMedia Health LLC

By:  _____

Name: Gregory W Freiberg

Title: CFO

AccentHealth LLC

By:  _____

Name: Gregory W Freiberg

Title: CFO

[Signature Page to Trademark Security Interest Assignment Agreement]

Schedule 1

Trademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CURRENT OWNER</u>
SEE YOU IN THE WAITING ROOM	3,690,681	29-Sept-2009	AccentHealth LLC
PAGEMATCH	4,704,921	17-Mar-2015	AccentHealth LLC
PAGESCIENCE	4,704,920	17-Mar-2015	AccentHealth LLC
ACCENTHEALTH	4,565,139	08-Jul-2014	AccentHealth LLC
CONDITIONMATCH	4,287,068	05-Feb-2013	AccentHealth LLC
CONTEXTMEDIA (Logo) 	3734197	05-Jan-2010	ContextMedia Health, LLC
CONTEXTMEDIA HEALTH (Logo) 	4786420	04-Aug-2015	ContextMedia Health, LLC
DIABETES HEALTH NETWORK (Logo) 	3625528	26-May-2009	ContextMedia Health, LLC
HEART HEALTH NETWORK A CONTEXTMEDIA SERVICE (and Design) 	4893218	26-Jan-2016	ContextMedia Health, LLC
RHEUMATOID HEALTH NETWORK A CONTEXTMEDIA SERVICE AND Design 	4065913	06-Dec-2011	ContextMedia Health, LLC
NEW PATIENT START PROGRAM	App. no. 87/003959	Filed 18-Apr-2016	ContextMedia Health, LLC aka ContextMedia